

This Disposal of Bulky Waste Agreement (the "Agreement") is entered into the _____ day of September 2015 by and between the Town of Canton, a political subdivision of the State of Connecticut (the "Town") and CWPM, LLC, a Connecticut corporation located at 25 Norton Place, Plainville, CT 06062 (the "Contractor").

WHEREAS, the Town requires a contractor to accept bulky waste generated at the Town of Canton Transfer Station (the "Work") located on Ramp Road in Canton, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted a proposal to the Town on August 19, 2015, for the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Invitation to Bid to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Scope of Services.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Term. The term of this Agreement shall commence on September 17, 2015 and be in effect until September 16, 2020. The agreement may be extended upon mutual consent of the Town and the Contractor.
6. Payment. The Town will pay the Contractor in accordance with the Contract Documents. Payment will be made by the Town monthly within 30 days of receipt of invoice for services rendered.
7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Contract Documents by a company or companies authorized to do business in Connecticut. The Company shall provide certificates

of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

- 1) Worker's Compensation Insurance:
Statutory Coverage

Employer's Liability - \$1,000,000 each accidental ,000,000 disease-policy limit/\$1,000,000 disease each employee

- 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

- 3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000

- 4) Umbrella

Each Occurrence \$10,000,000

Aggregate Limit \$10,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any

insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and noncontributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify and defend the Town and its officers, agents, volunteers and employees against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

9. Hold Harmless. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the Work by the Contractor by reason or liability imposed upon the Town and its officers, agents, volunteers and employees , for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of the Contract, the Contractor, its agents and employees or any other person or entity for whom the Contractor may be directly or indirectly liable or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from the insurance coverage provided to the Town and its officers, agents, volunteers and employees by the Contractor's and the Contractor's subcontractor's, if any, insurers. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

10. Subcontractors. The Contractor shall not subcontract any portion of the Work without the express written consent of the Town, which consent shall not be unreasonably withheld. In all events, the Contractor shall remain responsible to the Town for the performance of the Work and shall be responsible for the acts and omissions of its subcontractors, if any, or any other person or entity whom the Contractor is directly or indirectly liable.

11. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Town's Invitation for Bid and all attachments thereto (Attached hereto as Exhibit A); and
- (iii) The Contractor Bid Form and all attachments thereto (Attached hereto as Exhibit B);

12. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town, which consent shall not be unreasonably withheld.

13. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated. Provided, however, that the Town shall provide the Contractor with a written notice of default and opportunity to cure the default. In the event the Contractor fails to commence and diligently maintain a cure of the default within five (5) calendar days or such shorter period if required by any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction after such notice, the Town may terminate this Agreement without further notice. In all events, if any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction require the default to be cured by a date certain and the Contractor fails to do so, the Owner may terminate this Agreement without further notice to the Contractor. In either event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

14. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Services shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

16. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of any Connecticut state or federal court.

17. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

18. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

19. Disposal Site. The Contractor shall receive the bulky waste under this contract at the following site as stated in Exhibit B.

CWPM, LLC
415 Christian Road
Berlin, CT 06037

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

WITNESS(S)

THE TOWN OF CANTON

Cladia Nardi
Cladia Nardi
KJS
Kerri Kazlauskas

BY Robert H. Skinner
Robert H. Skinner
Chief Administrative Officer

WITNESS(S)

CWPM, LLC.

Naomi Murphy
Naomi Murphy
Donna Plumb
Donna Plumb

BY Sean Murphy
Sean Murphy

BID FORM
DISPOSAL OF BULKY WASTE

Pursuant to and in full compliance with each document comprising the Invitation to Bid dated July 23, 2015, Disposal of Bulky Waste (collectively referred to as the "Invitation"), the undersigned bidder, 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. The unit prices include all labor, materials, 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 under the Invitation.
6. The Town reserves the right to accept or reject this proposal based on the most cost effective combination of transportation cost (NIC) and Tipping Fees.
7. 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

In accordance with the Invitation to Bid, Instruction to Bidders, and Bid Information, the undersigned proposes to furnish all labor and equipment necessary to process and dispose of Bulky Waste and/or Non-Processible Municipal Solid Waste (Waste) delivered to the bidder's facility from the Canton Transfer Station (Facility) at the Tip Fee shown below.

The disposal of the Waste shall be subject to the restrictions of the facility.

It is understood that the quantities used are approximate only being estimated solely for use in the comparison of bids:

Bid Item No. 1:

Tip Fee for Disposal of Bulky Waste and/or Non-Processible Municipal Solid Waste from the Ramp Road Transfer Station at the unit price per ton as follows:

1st Contract year (September 17, 2015 to September 16, 2016)

400 tons x \$ 90.00 per ton

= \$ 36,000.00

Thirty six thousand Dollars and

zero cents

2nd Contract year (September 17, 2016 to September 16, 2017)

400 tons x \$ 92.00 per ton

= \$ 36,800.00

Thirty six thousand eight hundred Dollars and

zero cents

3rd Contract year (September 17, 2017 to September 16, 2018)

400 tons x \$ 94.00 per ton

= \$ 37,600.00

Thirty seven thousand six hundred Dollars and

zero cents

4th Contract year (September 17, 2018 to September 16, 2019)

400 tons x \$ 96.00 per ton

= \$ 38,400.00

Thirty eight thousand four hundred Dollars and
zero cents

5th Contract year (September 17, 2019 to September 16, 2020)

400 tons x \$ 98.00 per ton

= \$ 39,200.00

Thirty nine thousand two hundred Dollars and
zero cents

* * *

The Total Estimated Cost for Years 1, 2, 3, 4 and 5 of the Contract are as follows.

= \$ 188,000.00

One hundred eighty-eight thousand Dollars and
zero cents

The Bidder should list any surcharges if any below that may be applicable to specialty items normally included in municipal bulky waste. Please acknowledge below if there are no surcharges.

XX There are no surcharges as part of the bid

Surcharges:

Identify the Location of Disposal Facility:

Facility Name: CWPM, LLC

Facility Address: 415 Christian Lane, Berlin CT

REQUIRED DISCLOSURES

1. Exceptions to the Invitation

XX 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?

 X Yes normal contract/collections litigation
 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?

 XX Yes

Jason Manafort 18:2232(a) 7/2005

_____ 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
X No

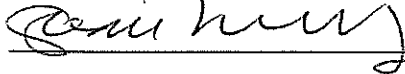
If "yes," please attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT CONSTITUTING THIS INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Bidder: CWPM, LLC

Address: 25 Norton Place, Plainville, CT 06062

Phone: 860-747-1335 Fax: 860-793-2624

Signed By: 

Title: President

Date: 8/19/15

The undersigned hereby authorizes and requests any person, firm, institution, and/or corporation to furnish any information requested by the Town for verification of the information and statements comprising this Bid Form.

Dated at Plainville, CT this 19th day of August, 20 15.

Name of Bidder: CWPM, LLC

By: *Jason Manafort* Title: President

State of CT)
County of Hartofrd) ss:

Jason Manafort, whose name appears above, being
duly sworn, says that he/she is the President of
CWPM, LLC and that the answers, statements, and information
provided in the foregoing Bid Form are true and correct.

Subscribed and sworn to before me this 19th day of August,
2015.

Ellen Russo
Commissioner of the Superior Court
Notary Public *Ellen Russo*
My commission expires: *5/31/2017*

Seal of the Notary

LOCAL PREFERENCE AFFIDAVIT

(If Applicable)

STATE OF _____)
) ss. Date _____
COUNTY OF _____)

_____ (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

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 the Town Based Resident Bidder 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.
- 4) Bids made through regional organizations or state agencies such as state contracts, CROCOG or CIRMA, when the product or services offered have already been selected through a competitive process.

5) Bids received through a reverse auction process.

END OF SECTION

BIDDER'S LEGAL STATUS DISCLOSURE

DISPOSAL OF BULKY WASTE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidders Full Legal Name _____

Mailing Address _____

Owner's Full Legal Name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business".

IF A CORPORATION:

Bidders Full Legal Name CWPM, LLC

Mailing Address P O Box 415 Plainville, CT 06062

State in which Legally Organized CT

State Business ID # FEIN Number 06-1600557

Current Officers

<u>Jason Manafort</u> President	<u>Secretary</u>	<u>Steve Rewenko</u> Chief Financial Officer
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<u>Vice President</u>	<u>Treasurer</u>
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Does the bidder have a "permanent place of business" in Connecticut, as defined above?

XX Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business".

25 Norton Place, Plainville, CT 06062

IF A LIMITED LIABILITY COMPANY:

Bidders Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # _____

Current Manager (s) and Members

_____ Name & Title (if any)	_____ Address
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_____ Name & Title (if any)	_____ Address
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_____ Name & Title (if any)	_____ Address
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BIDDER'S NON COLLUSION AFFIDAVIT


DISPOSAL OF BULKY WASTE

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

CWPM, LLC
Legal Name of Bidder



(signature)
Bidder's Representative, Duly
Authorized

Jason Manafort
Name of Bidder's Authorized
Representative

President
Title of Bidder's Authorized
Representative

8/19/15
Date

Subscribed and sworn to before me this 15th day of August, 20 15.


Notary Public
My Commission Expires:

(Acknowledgement if a Corporation)

State of Connecticut)
) ss:
County of Hartford)

On this the 19th day of Aug., 20 15 before me personally came and appeared Jason Manafort to me known, who, being by me duly sworn, did depose and say that he/she is the President of CWPM, LLC, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal)


Commissioner of the Superior Court
Notary Public Ellen Russo
My commission expires: 5/31/2017

(Acknowledgement of a Partnership)

State of Connecticut)
) ss:
County of Hartford)

On this the _____ day of _____, 20____ before me personally came and appeared _____ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:

(Acknowledgement of a Proprietorship)

State of Connecticut)
) ss:
County of Hartford)

On this the _____ day of _____, 20____ before me personally came and appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:



TOWN OF CANTON

REQUEST FOR PROPOSALS FOR DISPOSAL OF BULKY WASTE RESPONSES DUE: AUGUST 19, 2015 at 2:00 p.m.

INTRODUCTION

The Town of Canton (the "Town") is soliciting bids for the disposal of bulky waste. This Invitation is not a contract offer.

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 the "Questions" section of this document. A bidder's failure to comply with this requirement may result in disqualification.**

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.

KEY DATES

Invitation to Bid issued: July 23, 2015

Bid Opening: August 19, 2015 @ 2:00 pm

Contract Execution: September 17, 2015

CONTRACT TERM

The Contract shall be for an initial term of sixty (60) months ending on September 16, 2020.

The parties may agree to extend the proposed Contract of this Invitation for Bid by agreement in writing of both parties.

FUNDING CONTINGENCY

This Invitation provides for a multi-year Contract. Funding for the first full year of the contract and any extension of the Contract term is dependent on

annual budget approval. If funding is not approved for any year after the first year, the Town may terminate the Contract at the end of the last year for which funding has been approved, in which case the Town shall have no obligation or liability for the unfunded year or years.

OTHER CONTINGENCIES

The Town reserves the right to cancel any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

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.

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, under "Request for Proposals."

BID SUBMISSION INSTRUCTIONS

Bids must be received in the Town of Canton CAO's office 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 ninety (90) 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 ninety (90) 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 ninety (90) calendar days after the bid opening.

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

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.**

QUESTIONS

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

Name: Robert Martin – Director of Public Works
E-mail: 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.

ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above and decisions regarding same. 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, under "Request for Proposals." 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.

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.

OWNERSHIP OF BIDS

All bids submitted become property of the Town.

FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure as may be required 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.

CONFLICT OF INTEREST

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ethic's Ordinance. 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.

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.

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.

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 location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all 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.

FAMILIARITY WITH CONTRACTS

The bidder should be aware that the Town of Canton presently has a contract in place for the transportation of bulky waste from the Town. These contracts are available for review at the office of the Chief Administrative Officer, 4 Market Street, Collinsville, CT. The contract for transportation of bulky waste is subject to change during the duration of this contract.

The Town of Canton contractor for the transportation of bulky waste is as follows:

All Waste, Inc., 143 Murphy Road, Hartford, CT 06146-2472

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.

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 coverage's covering the successful bidder and all of its officers, employees, and agents:

The 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 Contractor obligation under this agreement, whether such obligations are by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor.

A. Workers Compensation:

The 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:

The 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.
- 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.

E. 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 coverage's.

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 coverage's 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.**

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.

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 and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, www.townofcantonct.org, under "Request for Proposals."

The Contract Execution date in Section Key Dates is anticipated, not certain, dates.

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.

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.

W-9 FORM

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

PAYMENTS

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

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.

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.

SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of 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.

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.

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. The successful bidder shall demonstrate, prior to Contract execution, that it is a licensed hauler with the Connecticut Resources Recovery Authority. Failure to demonstrate such licensure shall be grounds for rejection of the bid and forfeiture of the bid security.

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.

LOCAL BIDDER PREFERENCE

Pursuant to Town Policy entitled "Local Bidder Preference" any bidder with a bona fide principal place of business within the Town of Canton ("Town Based Resident Bidder") shall be awarded the bid if the Town Based Resident Bidder submits a qualified bid which is not more than 10% greater than the lowest responsible bid and agrees to accept the bid amount of the lowest responsible bidder. In order to be considered a Town Based Resident Bidder the entity bidding must complete a Local Preference Affidavit and submit proof of principal place of business. A copy of the affidavit along with the Local Bidder Preference policy is attached hereto.

ESTIMATED TONNAGE OF BULKY WASTE

The following information is provided for the Contractor's convenience for the determination of equipment and personnel needs for the Contract requirements. While every effort has been made to ensure the information is accurate and complete, no warrantee is made relative to this information.

The latest twelve month period of record is provided for the period from July 1, 2014 to June 30, 2015.

2014 / 2015 Bulky Waste Loads

Month	Loads	Tons
July	7	35
August	6	32
September	5	25
October	7	31
November	7	37
December	5	30
January	3	11
February	2	12
March	2	10
April	8	44
May	9	38
June	10	73
Total	71	378

END OF INSTRUCTIONS TO BIDDERS

Name & Title (if any) Address

Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not as a post office box) of that "permanent place of business"

IF A PARTNERSHIP:

Bidders Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # (if applicable) _____

Current Partners

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not as a post office box) of that "permanent place of business"

Bidders Full Legal Name

(Print)
Name and Title of Bidder's Authorized Representative

Signature
Bidders Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM
