

INVITATION TO BID
Bid #: 2009-13
REFUSE CONTAINER HAULING SERVICES

Bid Opening Date: May 20, 2009
Bid Opening Time: 10:30 a.m.

Bid Opening Location: Woodbridge Town Hall
11 Meetinghouse Lane
Woodbridge, CT 06525

The Town of Woodbridge invites bids for **REFUSE CONTAINER HAULING SERVICES** for the period of July 1, 2009 thru June 30, 2010.

Sealed bids clearly marked "**Container Hauling Services**" must be submitted to the **Finance Director, Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, CT 06525**.

Bids shall be based on the specifications, which are to be considered as minimum requirements. Specifications are available on the Town of Woodbridge website (www.woodbridgect.org) or can be obtained in the Finance Office, at the above address.

The Town of Woodbridge reserves the right to reject any or all bids and to waive any informality if such action is deemed in the best interest of the Town.

Anthony F. Genovese
Director of Finance
Town of Woodbridge

REQUEST FOR PROPOSAL
INFORMATION FOR BIDDERS

1. The Town of Woodbridge requests bids for **Refuse Container Hauler Services** for a multi-year contract.
2. Each proposal must be accompanied by a Certified Check in the amount of \$1,000 made payable to the order of the Town of Woodbridge. Said check will be returned to the bidder unless forfeited, as hereinafter stipulated.
3. Each deposit shall be held by the Town as security for the fulfillment of the bidder's promises, set forth in bidder's Proposal, that bidder will not withdraw the Proposal while it is being considered, will execute and perform the Contract and furnish the required Bond and insurance certificates if bidder's Proposal is accepted. Should the bidder fail to fulfill such promises, its bid deposit shall become the property of the Town.
4. Deposits will be returned to all except the three lowest responsible qualified bidders within ten (10) days (Sundays and legal holidays excluded), after the formal opening of bids, and to all but the accepted bidder within ten (10) days, Sundays and legal holidays excluded, after the Town and the accepted bidder have executed the Contract. In the event that the Contract has not been executed by both the accepted bidder and the Town within 90 consecutive calendar days after the opening of the bids, the check deposit will be returned promptly upon demand of and to any bidder who has not been notified of the acceptance of its bid.
5. The Contract will be awarded to the lowest responsible qualified bidder with the bid that is in the best interests of the Town, subject to the Town's right of rejection stated elsewhere in these documents. The successful bidder shall execute and deliver to the Town, within five (5) days after notification of the award, a Contract in the form included with this Request for Proposal, in such number of counterparts as the Town may require. In addition to the Contract, the successful Bidder shall also provide, within the time stipulated above, a Surety Bond by a surety company satisfactory to the Town authorized to do business in the State of Connecticut in an amount equal to One Hundred Percent (100%) of the Estimated Annual Contract Price for the both contracted years recorded in Proposal of Contract as executed for that alternative selected by the Town. The Surety Bond shall be in accordance with sample forms included herewith. Termination of the Contract for cause shall allow the Town to call the Surety Bond for recovery of all costs incurred by the Town in obtaining a replacement contractor to provide the services called for in this contract and any and all costs, damages and expenses incurred as the result of such termination. In the event the successful bidder fails to submit any of the foregoing instruments within the time specified, the bidder shall be considered to have abandoned the Contract, and the check accompanying the bidder's bid shall be forfeited to the Town of Woodbridge.

6. The successful bidder shall commence work per the stated date in the General Conditions portion of this Request for Proposal.
7. Conditional bids will not be accepted.
8. The Town's estimate of annual number of hauls for each type of solid waste, by which the bid will be compared, is contained in the proposal as "**Attachment A.**"
Note: Such estimate is to be considered solely as a basis for comparing the bids received, and is approximate only.
9. Bids shall be for all materials, labor, equipment, fees, permits, and any and all other costs associated with the proper completion of each haul. See complete specifications as required for this project.
10. All work is to be performed during the transfer stations normal workdays (Tuesday through Saturday) and between the hours of 8:30 am and 3:00 pm. No work outside of these hours shall be permitted except by prior arrangements agreed upon in writing with the Operations Manager or his/her designee.
11. In performing the Contract, Bidder shall comply with all applicable federal and state laws, municipal ordinances, administrative directives, and the rules and regulations of all authorities having jurisdiction over refuse/recycling collection work and all provisions of the foregoing will be deemed to be included in the Contract the same as though herein written out in full. Without limiting the generality of the foregoing, the rules, regulations, administrative directives and Ordinances of the Town of Woodbridge relative to recycling as well as all CRRA rules and regulations are herein incorporated by reference and performance of the Contract by the successful bidder is subject to all of the same.
12. Acceptance of the Contract obligates the bidder not to discriminate in employment practices. Bidder shall if requested, submit a compliance report concerning bidder's employment practices and policies, in order to maintain bidder's eligibility to receive the award of the contract.
13. The successful bidder shall, prior to execution of the Contract, file with the Town Certificates of Insurance, including general and contractual public liability and property damage liability, issued by an insurance company accredited in the State of Connecticut for work as herein specified and the operation of the trucks and vehicles, and Workmen's Compensation Insurance in the following amounts:
14. The Contractor shall comply with all Federal and State laws, Rules and Regulations pertaining to Social Security and Unemployment Compensation.

GENERAL SPECIFICATIONS

SOLID WASTE CONTAINER HAULING SERVICES

At this time, the Town of Woodbridge has a contract with the Connecticut Resources Recovery Authority, and, as such, is obligated to deliver all the acceptable solid waste generated within the Town of Woodbridge to the Bridgeport Resource Recovery Plant.

General Information:

1. The Town has its own compactor type transfer station located off Acorn Hill Road in Woodbridge, CT.
2. The transfer station was designed to accommodate both open top 44 yd containers and closed top MSW compacted containers.
3. The Town will continue to operate the transfer station five days a week, Tuesday through Saturday, 8:30 am to 3:00 pm. Closed: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
4. The total number of expected hauls for each service is listed in "**Attachment A**". However, the Town makes no commitment to actually require the estimated hauls.
5. The Town is not at this time able to provide any assistance in the moving and removing of any of the containers. However, the Town will make all reasonable efforts to ensure that space within the gated portion of the transfer station is available for the temporary shuffle of containers while being exchanged.
6. **Spilled** solid waste and/or recyclables because of shifting containers will be the responsibility of the contractor to clean before leaving the transfer station.

Scope of Work:

Municipal Solid Waste

Work under this contract shall consist of hauling the Town of Woodbridge-owned closed top 44 cubic yard. containers to the Bridgeport RESCO plant. The quoted price shall be per haul and include costs associated with removing the full containers from the compactor, placing and attaching to the compactor unit a Town of Woodbridge owned closed top empty 44 cubic yard. container, hauling the full container to the appropriate disposal facility and returning the empty container to the Town of Woodbridge Transfer Station.

All tip fees will be paid directly by the Town of Woodbridge in accordance with its agreement with the Connecticut Resources Recovery Authority.

In the event that the Bridgeport Plant, for whatever reason, cannot accept the municipal solid waste being delivered from the Town of Woodbridge the contractor will be officially notified by the Town or an authorized representative of the Connecticut Resource Recovery Authority that the material must "By Pass" the Bridgeport facility. Should such a situation arise, the contractor shall be responsible for the hauling and disposal of the material at a Connecticut. DEP. approved and licensed disposal facility available to the contractor. The use of the proposed "alternate" disposal facility must be approved by the Town of Woodbridge in advance of the disposal of any municipal solid waste from the Town. All bidders must therefore provide as part of their bid the name and location of two (2) such "alternate" facilities available to the contractor, appropriate documentation from the Connecticut. DEP. showing that the sites are approved and licensed, and the per haul price for the hauling and disposal of municipal solid waste at each. (See Bid Form)

Commingle

Work under this contract shall consist of hauling Town of Woodbridge owned opened top 44 cubic yard containers to the IPC plant in Stratford, CT. The quoted price shall be per haul and include costs associated with removing the full container from the transfer station, placing into the empty bay a spare 44 cubic yard open top container provided by the Town of Woodbridge, hauling the full container to the appropriate disposal facility and returning the empty container to the Town of Woodbridge Transfer Station.

Cardboard, Junk Mail, and Newspapers as well as **Commingles** are required under contract to be delivered to the IPC plant in Stratford, CT. The awarded contractor must not deviate from this delivery point unless written approval is given by the First Selectman or his/her designee. Failure to comply with this directive could result in legal action and monetary expenses on the awarded contractor.

All tip fees will be paid directly by the Town of Woodbridge in accordance with its agreement with the Connecticut Resources Recovery Authority.

Brush and Leaves

Work under this contract shall consist of hauling Town of Woodbridge owned opened top 44 cubic yard containers to an area behind the Public Works Garage as designated by the Operations Manager or his designee. The quoted price shall be per haul and include costs associated with removing the full container from the transfer station, placing into the empty bay a spare 44 cubic yard. open top container, hauling the full container to the appropriate disposal facility and returning the empty container to the Town of Woodbridge Transfer Station.

No tip fee is applied to this service. The Town of Woodbridge is responsible for the ultimate disposal of this product.

Leaves are hauled to the City of West Haven Transfer Station at approximately 10 to 15 hauls per year.

All other services (Bulky Waste and Tires)

Work under this contract shall consist of hauling: one (1) Town of Woodbridge owned 44 cubic yard open top container for bulky waste, one (1) rented 44 cubic yard closed container for tires. The quoted price shall be per haul and include costs associated with removing the full container from the Transfer Station, placing into the empty bay a spare 44 cubic yard. open top container; provided by the Town of Woodbridge, to the appropriate disposal facility and returning the empty container to the Woodbridge Transfer Station.

All bidders are required to propose a disposal location that is in the best interest of the Town of Woodbridge. The proposed site and the tip fee associated with the disposal of the item must be included on **Attachment A** and be made a complete part of the bid package.

All bidders must also provide name of proposed disposal location, official company name (if different), address, telephone number, fax number, company contact person, and copies of any State of Connecticut Department of Environmental Protection (Connecticut DEP) documentation showing that the site is an approved disposal location.

All tip fees should be included with the monthly bill for hauling services with all appropriate back up documentation. Monthly bills will only be considered received when all back up documentation has been received and approved by the Town of Woodbridge.

Contract Duration:

The contract period for the hauling and disposal of all of these services shall be from **July 1, 2009** through and including **June 30, 2010** provided the contract is not terminated for cause earlier by the Town, and the second year period covering **July 1, 2010 through and including June 30, 2011**.

General:

It is the responsibility of the Contractor to fully acquaint itself with all agreements between the Town of Woodbridge and the Connecticut Resource Recovery Authority.

The Contractor shall fully acquaint itself with conditions relating to the scopes and restrictions attending the execution of the work and shall thoroughly examine and be familiar with all specifications.

The Town of Woodbridge does not intend on awarding all services to the same vendor. However, the Town of Woodbridge reserves the right to make any decision and to award all/some/none of the services to any one (1) vendor. If any bidder would like to propose handling all services included in this bid, a percentage discount that can be applied to the cost of each haul should be clearly shown.

The Request for Proposal does not necessarily contemplate an award based solely on price. The Town, through the Board of Selectmen or its designee, may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, if it is in the best interest of the Town to do so, for whatever reason.

The failure or omission of the Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, or the nature or makeup of MSW, shall in no way relieve it of any obligations with respect to his execution and performance of the Contract.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

General Specifications:

1. Contractor's equipment shall be in sound mechanical condition and no more than five (5) years old at the initiation of each contract year and subject to periodic inspection by the Town.
2. A separate bid amount should be a monthly charge for the rental of the above-mentioned container. If, at any time during the contract, the Town of Woodbridge purchases or receives open top containers, the Town of Woodbridge reserves the right to discontinue the rental of said containers.
3. Basis of payment for hauls will be the signed haul ticket. A haul ticket properly signed by the driver and a Town of Woodbridge employee must accompany all bills. All invoices that include disposal costs must also be signed by a representative of the disposal site. The awarded contractor(s) must provide weight tickets from the appropriate disposal facilities, clearly legible showing date, time, material(s), and weights on all hauls with their monthly invoices. Failure to provide proof of disposal weight tickets will result in a credit on the invoices and does not obligate the Town of Woodbridge to pay for these disposals.
4. Drivers may reject hauls if, in the opinion of the driver, the container is overloaded. The Town of Woodbridge will not be liable for any overload fines.
5. The Contractor shall remove any full container, and haul the collected material as called for within 4 business hours of receiving verbal notification from the Town of the need to do so. Failure to comply with this provision may be considered a breach of the contract and subject to termination.
6. The loading of the containers will be accomplished by the Town of Woodbridge with its own equipment.

{End of General Specification}

INSURANCE REQUIREMENTS

The bidder shall carry at its expense and provide evidence of insurance coverage listed below to protect itself and the Town of Woodbridge from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least an A- rating by Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Town of Woodbridge.

1. **Workers Compensation:**

Coverage A:	Statutory
Coverage B:	
Employers Liability:	
Bodily injury by accident	\$100,000 per person
Bodily injury by disease	\$100,000 per person
Bodily injury by disease	\$500,000 aggregate

All states and voluntary compensation endorsements

2. **Commercial General Liability**

Limits of Liability:	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$2,000,000 products/completed operations aggregate

3. **Auto Liability**

Limits of Liability:	\$1,000,000 each accident
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4. **Excess (Umbrella) Liability:**

The requirement that an Umbrella Policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

Note: Special policy endorsement or additional coverage's may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

Coverage:

Town of Woodbridge to be named as additional insured.

Certificates of insurance shall be presented to the Finance Director for approval before the successful bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

QUALIFICATIONS OF BIDDER

The Bidder is required to submit on the following pages the information required concerning his qualifications for the work.

A. The location, character, cost, date, and names of municipalities for which similar work was previously performed by the undersigned are as follows:

B. The equipment, which will be available for performing the work under this Contract, is as follows:

Own Equipment:

Rented Equipment:

C: The financial resources of the undersigned with reference to show his financial ability is as follows:

D: The undersigned has failed to complete satisfactorily the following contracts, including also those in which the surety has participated. (If there have been no contracts which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the bidder shall definitely so state.

Name of Bidder

Address

QUALIFICATIONS OF SUBCONTRACTORS

The bidder is required to submit the following information required concerning Subcontractors if any.

A. Approximate listing of Subcontractors which may perform work including under this project:

B. The location, character, cost, date, and names of municipalities and their official contacts for which similar work was previously performed by the Subcontractors as listed above:

Name of Bidder

Address _____

PROPOSAL

This Proposal is made to the Town of Woodbridge, Connecticut, herein called the Town, acting through the First Selectman.

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows: That no person, or persons, other than those named herein are interested in this Proposal, or in the Contract proposed to be taken: that it is made without any connection with any other person making any proposal for the same work and is, in all respects, fair and without collusion or fraud; that no person acting for, or employed by, the Town of Woodbridge is directly interested therein, or in the supplies of works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and the Laws of the State of Connecticut; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates, and that all such estimates are to be considered solely for the purpose of filling out and comparing the several Proposals.

The undersigned further declares that he has carefully examined the specifications and form of Contract, the scope of the work proposed, and he proposes and agrees that, if this Proposal is accepted, he will contract with the Town in accordance with the Contract Documents deposited in the Office of the Facilities Department (which shall include, without limitation, this Proposal, Instructions to Bidders, Information for Bidders, General Specifications) to provide all necessary labor, apparatus, and other means to do all the work specified in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Town as herein set forth, and that the undersigned will take in full payment for each item of work thereof, the unit or lump-sum price applicable to that item as stated in the schedule below.

The undersigned further agrees to either file with said Contract an insurance policy adequately protecting the undersigned against all claims under the Workmen's Compensation Acts for any work which the undersigned may do in connection with said Contract, or to file with said Contract a certificate signed by a reputable insurance agent, stating that he is adequately covered by insurance to protect him against any claims under the Workmen's Compensation Acts which may be made in connection with the performance of this Contract. The undersigned also agrees to file with said Contract insurance certificates and a Surety Bond required by the Contract Documents.

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer, or person, to sign said Contract.

Enclosed herewith, find Certified Check, in the amount of Dollars (\$ _____) made payable to the Town of Woodbridge and a fully executed Bid Bond, to serve as a proposal guarantee. It is understood that the Certified Check in the amount of \$_____ will be forfeited in the event the Form of Contract is not executed or the bidder does not abide by its Proposal, if awarded to the undersigned, or if the undersigned withdraws its Proposal. Further, the Town shall have all rights under the Bid Bond.

Date at this _____ day of _____, 20_____.

Signature _____ (Bidder)

Print Name _____

NOTE: If the Bidder is a corporation, affix corporate seal and give below the names of its President, Treasurer, and General Manager. If a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.

In witness whereof I hereunto set my hand.

Title of Officer Taking Acknowledgement:

By a corporation:

State of Connecticut)

County of _____) ss:
_____)

On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand.

Title of Officer Taking Acknowledgement

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, hereinafter called Principal,
and

_____ as Surety, hereinafter called

Surety, are held and firmly bound unto the Town of Woodbridge, Connecticut,

as Obligee, hereinafter called the Town, in the amount of _____
Dollars

(\$ _____) , whereof Principal and Surety bind

themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____
entered

Into a contract with Town for **Refuse Container Hauler Services**, which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
Principal shall promptly and faithfully perform said Contract, and shall certify, in writing,
that all wages paid under said Contract to any mechanic, laborer, or workman were
equal to the rates of wages customary or then prevailing for the same trade or
occupation in the Town of Woodbridge and shall make good and reimburse Obligee
sufficient funds to pay the costs of completing the Contract that Obligee may sustain by
reason of any failure or default on the part of Principal, and shall also indemnify and
save harmless Obligee from all costs, damages, and expenses arising out of or by
reason of the performance of the Contract and for as long as provided by the Contract,
then this obligation shall be null and void, otherwise to be and remain in full force and
effect.

The Surety hereby waives notice of any alteration or extension of time made by the
Town. Surety stipulates and agrees that its obligations hereunder shall in no way be
impaired or affected by any extension of time, modification, omission, addition or
change in or to the Contract or the work to be performed there under, or by any
payment there under before the time required therein, or by any waiver of any
provisions thereof, or by any assignment, subletting or other transfer thereof or of any
work to be performed or any monies due or to become due there under, and Surety
hereby waives notice of any and all of the foregoing. Surety hereby stipulates and
agrees that any and all things done and omitted to be done by and in relation to
assignees, subcontractors, and any other transferees shall have the same effect as to
Surety as though done or omitted to be done by or in relation to Principal.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Obligee, promptly to:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid, or bids, for submission to the Town for completing the Contract in accordance with its terms and conditions, and upon determination by the Town and Surety of the bidder with the proposal that is in the best interests of the Town, arrange for a Contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, together with other costs and damages for which the Surety shall be liable hereunder.

No right of action shall accrue on this bond to, or for, the use of any person, or corporation, other than the Town named herein, or the heirs, executors, administrators, or successors of the Town.

Signed and sealed this _____ day of _____, 20__

In the Presence of:

(SEAL) _____

By:

(SEAL) _____

_____ By: _____

Contract

THIS AGREEMENT, made this the _____ day of _____ 20____, by and between the Town of Woodbridge, acting herein through its First Selectman, hereinafter called "Owner," and _____ a Corporation of the Town/City of _____, County of _____, and State _____, hereinafter called the "Contractor."

WITNESS: That for, and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to provide **Refuse (Solid Waste) Container Hauler Services** for a maximum of a twenty four (24) month period ending on **June 30, 2011** for the estimated sum of \$_____ and all work in connection therewith, under the terms as stated in the Contractor's Proposal dated _____, 2009, and/or any other documentation submitted with its Proposal; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to provide said service in accordance with the conditions and prices stated in the Proposal and the Contract Documents described as follows:

Providing Solid Waste Hauling Services

The Contractor hereby agrees to commence work under this Contract on a date specified in the Proposal, and to fully provide and perform said services as required hereunder, in its Proposal, and by the General Specifications, Instructions for Bidders, Information for Bidders, Request for Proposal, and related documents (together, "Contract Documents"), all of which are attached hereto and hereby made a part hereof as though fully stated herein. The Contractor further agrees to pay the sums as provided in the Contract Documents in the event of default hereunder.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract Documents, and to make payments on account thereof, as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in the year and day first above mentioned.

Contractor:

(WITNESS) _____

Town of Woodbridge:

By: _____

Edward M. Sheehy, First Selectman

(WITNESS) _____

Proposed Site Location Information

Bulky Waste

Proposed Site Location:

Official Company Name:

Location Address:

Telephone Number:

Fax Number:

Contact Person:

Contact Person's Title:

Tires

Proposed Site Location:

Official Company Name:

Location Address:

Telephone Number:

Fax Number:

Contact Person:

Contact Person's Title:

Leaves

Proposed Site Location:

Official Company Name:

Location Address:

Telephone Number:

Fax Number:

Contact Person:

Contact Person's Title:

Brush

Proposed Site Location:

Official Company Name:

Location Address:

Telephone Number:

Fax Number:

Contact Person:

Contact Person's Title:

Attached to this form must be copies of any documentation verifying that each proposed disposal site listed above is a ConnDEP approved and licensed site.

Certification of Bidder

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we comply with the equal opportunity clause as set forth in the Connecticut state law.
- 2 I/we do not maintain segregated facilities;
- 3. I/we have filed all required employer's information reports;
- 4. I/we list job openings with federal and state employment services;
- 5. I/we are in compliance with the American with Disabilities Act;
- 6. I/we (check one):
 Have an affirmative action program, or
 Employ ten or fewer people

Bidder-Company Name

Name

Title

Signature

Date

**TOWN OF WOODBRIDGE, CONNECTICUT
GENERAL CONDITIONS & BID SPECIFICATONS**

REFERENCE SHEET LISTING

Please provide a minimum of three (3) municipal references including community, contact person and telephone number.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as reported on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
OR
Employer identification number
_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting on behalf of
(Name of Party Signing Affidavit)

_____ of which I

(person, firm, association, corporation, or organization
am _____, submitting a bid/request for proposal for the above project, certify
(Title of Person)
and affirm the following:

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____
of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying

NON COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting in behalf of

(Name of Party Signing Affidavit)

(person, firm, association, corporation, or organization)

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm that
(Title of Person)

the _____ has neither directly nor indirectly entered into any agreements,
(person, firm, association, corporation, or organization)

participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the

of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying