

**RUBBISH REMOVAL AND RECYCLING SERVICES AT
TOWN FACILITIES AND SCHOOLS
WINDSOR, CT
RFP E2021-05**

ADDENDUM NO.1

March 22, 2021

REVISIONS AND CLARIFICATIONS TO PROPOSAL DOCUMENTS:

Specifications

Please note the following changes to the Term of Contract

The term of this contract is to be for a period of twelve (12) months from the Notice to Proceed. The Contract may be extended, by mutual agreement between all parties, for up to two (2) additional years. The unit prices charged to the Town for the additional years shall be by mutual agreement between the Town and the Vendor.

QUESTIONS FROM CONTRACTORS/SUBCONTRACTORS AND CORRESPONDING ANSWERS:

Question 1: Once the contract award is made, how much time will the selected Contractor have to start the work?

The Town intends to have the selected Vendor begin work in Spring 2021. The Notice to Proceed date will be coordinated with the selected Vendor.

Question 2: Does the Town provide the apparatus to secure the barrels from blowing in the wind?

The Town will provide the means to secure barrels, as needed, ONLY for Town provided metal and non-metal litter barrels.

Question 3: Would the Town entertain a longer contract term as an alternative bid?

The Town will not consider longer contract terms.

Question 4: If during the contract term there is an increase in disposal for MSW or recycling, will the contractor be permitted to increase their price?

Prices will not be permitted to increase during the twelve (12) month contract term.

Attachments:

Sample Agreement – Rev. 2021 03 22

**SAMPLE - AGREEMENT
TOWN OF WINDSOR
RUBBISH REMOVAL AND RECYCLING SERVICES
AT TOWN BUILDINGS AND SCHOOLS**

THIS AGREEMENT entered into on the _____ day of {MONTH, YEAR}, by and between the TOWN OF WINDSOR and {VENDOR}, a company organized and existing under the laws of the STATE OF CONNECTICUT, having an office and place of business in the {City/Town} of {Name of City/Town}, State of {Connecticut} (hereinafter referred to as VENDOR).

WITNESSETH:

WHEREAS, the TOWN OF WINDSOR has requested rubbish removal and recycling services at town facilities and schools; and

WHEREAS the VENDOR represents that it is fully qualified in the State of Connecticut to provide said rubbish removal and recycling services called for herein; and

WHEREAS, the parties now desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW THEREFORE:

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. STATEMENT OF WORK

The VENDOR shall provide rubbish removal and recycling services for the Town of Windsor, CT.

The VENDOR shall have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The VENDOR shall be licensed by the State of Connecticut to be responsible for the services.

All work will be performed in accordance with all applicable local, state and federal laws.

The scope of services is further defined in the Request for Proposal, prepared by the TOWN OF WINDSOR, dated {DATE}, Exhibit A, and VENDOR'S proposal dated {DATE}, Exhibit B.

The agreed-to compensation for this work shall be based on the unit pricing included in the VENDOR'S proposal dated {DATE}, as shown in Exhibit B.

The VENDOR shall perform the work in conformance with the Term of the Contract in Exhibit A.

All such services shall be performed in accordance with the terms of this Agreement. The above shall hereinafter be referred to as the "Services".

ARTICLE 2. WARRANTY

All Services provided for herein shall be performed in the best workmanlike manner by persons qualified in the State of Connecticut to provide the Services rendered. To the extent that the TOWN OF WINDSOR requires it, and without cost to the TOWN OF WINDSOR, any defective Services which are a result of negligence or bad faith shall be corrected to the satisfaction of the TOWN OF WINDSOR.

ARTICLE 3. COMPENSATION

Monthly invoices for services rendered under this Agreement, itemized by location and service provided, shall be submitted as follows:

School Locations – VENDOR shall submit two (2) copies of each monthly invoice for all school locations to the Board of Education, Physical Plant Manager, 601 Matianuck Avenue, Windsor, CT 06095

All other locations – VENDOR shall submit six (6) copies of each monthly invoice to Department of Public Works, 99 Day Hill Road, Windsor, CT 06095.

The TOWN OF WINDSOR will, within 15 days after receipt of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the VENDOR, in writing, the reason for refusing to approve said invoice. In the latter case, the VENDOR will make the necessary corrections and resubmit the invoice. The TOWN OF WINDSOR will, within 30 days of an approved invoice, pay the amount to the VENDOR provided that the VENDOR shall have furnished the TOWN OF WINDSOR with a release of any and all claims for payment against the TOWN OF WINDSOR, its officers and employees, arising under or by virtue of this Agreement.

ARTICLE 4. CHANGES

Any time during the performance of the Services herein, the TOWN OF WINDSOR shall have the right, by written or verbal order, to make changes in, omissions from, or require additions to the Services, hereinafter collectively referred to as "Changes". In the event that such Changes require additional services by the VENDOR, to the extent practicable, the VENDOR and the TOWN OF WINDSOR shall first agree upon the compensation to be paid to effect said Changes. Compensation for Changes in services shall be based on the unit pricing included in the

VENDOR'S proposal. If no unit prices exist, the VENDOR and the TOWN OF WINDSOR shall agree upon the compensation to be paid prior to the VENDOR initiating the Changes in services.

ARTICLE 5. STATUS OF PARTIES

The relationship of VENDOR to the TOWN OF WINDSOR shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

ARTICLE 6. INSURANCE

VENDOR agrees to secure and protect itself and shall secure and indemnify the TOWN OF WINDSOR directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement arising from the negligence of VENDOR. VENDOR agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WINDSOR covering all Services to be performed under this Agreement:

After executing this Agreement, but prior to starting the Services, the VENDOR shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The VENDOR shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

The VENDOR shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The VENDOR shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The VENDOR shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WINDSOR and shall provide no less than thirty (30) days notice to the TOWN OF WINDSOR in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WINDSOR as an additional insured.

Certificates of Insurance, acceptable to the TOWN OF WINDSOR shall be delivered to the TOWN OF WINDSOR prior to the commencement of the Services and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the VENDOR shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

ARTICLE 7. INDEMNIFICATION

The VENDOR shall indemnify and hold harmless the TOWN OF WINDSOR and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the negligent performance of the work.

ARTICLE 8. SUBCONTRACTORS

Should the VENDOR elect to use Subcontractors for work associated with executing the Services, the VENDOR shall present to the TOWN OF WINDSOR the name of the Subcontractor(s), the work the Subcontractor is expected to perform, and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WINDSOR reserves the right to reject a Subcontractor submitted for approval.

The VENDOR will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly employed by him. Nothing in terms of the Agreement shall constitute any contractual relationship between any Subcontractor and the TOWN OF WINDSOR, or any obligation on the part of the TOWN OF WINDSOR, to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law. The VENDOR agrees to specifically bind every Subcontractor to all applicable terms and conditions of this document and the Agreement. Every Subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

ARTICLE 9. RIGHT OF ENTRY

The TOWN OF WINDSOR will grant to the VENDOR, its Agents, Employees, Contractors, and Subcontractors, the right to enter onto land the TOWN OF WINDSOR owns or has easements or other rights to for the purpose of performing all work required by the Agreement.

ARTICLE 10. SAFETY AND PROTECTION EMERGENCIES

The VENDOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work outlined. All necessary precautions for safety of and protection to prevent damage, injury or loss to all employees and other persons who may be affected by the work the VENDOR is performing. The VENDOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

ARTICLE 11. TERMINATION

The TOWN OF WINDSOR may at any time for its convenience and at its option, after giving VENDOR a two (2) day written notice, terminate this Agreement and the performance of the Services called for herein in which event the TOWN OF WINDSOR agrees to pay VENDOR a sum for such portion of the Services as VENDOR shall have performed up to the time of such terminations, as determined in accordance with Article III herein.

ARTICLE 12. MEDIATION

Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) **Mediation.** All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non binding mediation. On the written notice of either party to the other of

the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to a judicial process.

(b) Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation arbitration process and such other temporary or equitable relief until such time that the dispute is settled or there is an arbitration award.

ARTICLE 13. SPECIAL PROVISIONS

VENDOR agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the VENDOR and will do nothing to cause the TOWN OF WINDSOR to come into violation of said regulations and laws and order.

ARTICLE 14. COMPLIANCE WITH THE TOWN OF WINDSOR CODE OF ETHICS

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the town any time within six months after terminating service with the town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.)

ARTICLE 15. EXTENT OF AGREEMENT

The time period for this Agreement shall for a period of twelve (12) months from the date of Notice to Proceed.

If mutually agreeable by the TOWN OF WINDSOR and VENDOR, the parties may extend to Contract for up to two (2) additional one year terms. The unit prices charged to the TOWN OF

WINDSOR for the additional years shall be by mutual agreement between the TOWN OF WINDSOR and the VENDOR.

This terms of this Agreement shall represent the entire and integrated agreement between the TOWN OF WINDSOR and the VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN OF WINDSOR and VENDOR.

ARTICLE 17. DOCUMENTS

Ownership of all documents prepared under the terms of this Agreement shall be with the Town of Windsor.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

TOWN OF WINDSOR

{CONSULTANT}

By: Peter Souza
Title: Town Manager

By:
Title:

EXHIBIT A

EXHIBIT B