

INVITATION TO BID

Bid # 2026-32

CONSTRUCTION & DEMOLITION BULK WASTE TRANSPORT AND DISPOSAL/MUNICIPAL SOLID WASTE TRANSPORT & DISPOSAL

City of Shelton
54 Hill Street
Shelton, CT 06484



RELEASE DATE: June 18, 2026

DEADLINE FOR QUESTIONS: June 30, 2026

RESPONSE DEADLINE: July 10, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/cityofshelton>

City of Shelton
INVITATION TO BID

Construction & Demolition Bulk Waste Transport and Disposal/Municipal
Solid Waste Transport & Disposal

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1. Notice



City of Shelton

Purchasing Department

54 Hill Street

Shelton, CT 06484

Invitation to Bid Bid # 2026-32

Sealed bids will be received via the City's OpenGov Procurement Portal up to **11:00 am on Friday, July 10, 2026**

To provide labor, materials, equipment and all else necessary for Construction & Demolition Bulk Waste Transport and Disposal/Municipal Solid Waste Transport & Disposal, based on the attached specifications.

Notes:

1. It is the sole responsibility of the bidder to see that the bid is received by the City of Shelton Purchasing Department prior to the time and date noted above.
2. The bid opening will be held at the Shelton City Hall, Room 200-B, at 11:00 am on Friday, July 10, 2026 and will comply with Covid-19 restrictions in place at the time.
3. The City of Shelton is an Affirmative Action / Equal Opportunity Employer.

Grace Zweig

Director of Finance

City of Shelton

1.1. [Summary](#)

The City of Shelton (“City”) is seeking competitive bids for Construction & Demolition Bulk Waste Transport and Disposal/Municipal Solid Waste Transport & Disposal.

1.2. [Timeline](#)

Addenda Notification: Bidders are required to register for an account via the City e-Procurement Portal hosted by OpenGov. **Once the bidder has completed registration, they will receive addenda notifications to their email by clicking “Follow” on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/cityofshelton>.**

It is the sole responsibility of the bidder to submit via the City’s e-Procurement portal. Late bids will not be accepted and will be rejected.

Release Project Date	June 18, 2026
Question Submission Deadline	June 30, 2026, 5:30pm
Question Response Deadline	July 1, 2026, 5:30pm
Proposal Submission Deadline	July 10, 2026, 11:00am

2. **Pre-Bid/Proposal Meeting & Unsealing**

2.1. [Bid/Proposal Unsealing](#)

Bids will be received up to but not later than 11:00 am on Friday, July 10, 2026 via the City e-Procurement Portal located at <https://procurement.opengov.com/portal/cityofshelton>. The City e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes (11:00 am on Friday, July 10, 2026). Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Shelton strongly recommends completing your response well ahead of the deadline.

The Municipality reserves its right to consider informal any response not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all responses, at its discretion. Any response may be withdrawn prior to the above scheduled time for the opening of responses or the authorized postponement thereof. Any response received after the time and date specified shall not be considered or accepted. No respondent may withdraw a response within 90 days after the actual date of the opening thereof. The Municipality may accept or reject any or all responses or any portions thereof and take any action deemed to be in the best interest of the City.

2.2. No Pre-Bid/Proposal Meeting required

No Pre-Bid/Proposal Meeting required.

3. Addenda Notification & Request for Information (RFI)

3.1. Request for Information and Addenda Notification

All questions related to this solicitation must be submitted in writing through the City's OpenGov e-Procurement Question/Answer Tab. Bidders are required to register for an account via the City e-Procurement Portal hosted by OpenGov. **Once the bidder has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/cityofshelton>. It is the sole responsibility of the bidder to submit via the City's e-Procurement portal. Late bids will not be accepted and will be rejected.**

Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing and posted on the City's procurement portal. **When asking questions, please enter each question separately.**

Verbal requests for information will not be accepted. Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions. A response in the form of an addendum will be posted to the City's e-Procurement portal no later than 5:30 pm on Wednesday, July 1, 2026; **it is the bidder's sole responsibility to monitor the website for updated information about this bid.**

Any contact about this bid between a Bidder and any other City official and/or department manager and/or City of Shelton employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person, or in any other manner other than specified above.

4. Submission of Bid Proposals

Vendors needing assistance with scanning and uploading of documents may visit the Plumb Memorial Library, 65 Wooster Street, Shelton. The library has staff on hand to assist you if you do not have access to a computer or scanner. Please call 203-924-1580 for the Library's current hours. The City of Shelton encourages businesses of all sizes to participate in the bid process.

Bids will be received up to but not later than 11:00 am on Friday, July 10, 2026 via the City e-Procurement Portal located at <https://procurement.opengov.com/portal/cityofshelton>. The City e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes (11:00 am on Friday, July 10, 2026). Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Shelton strongly recommends completing your response well ahead of the deadline.

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5. Scope of Work

If a bidder needs assistance in electronically uploading/downloading/submission of bid, the bidder may make an appointment with Plumb Library, located at 65 Wooster Street, Shelton, CT. Telephone to make an appointment is: (203) 924-1580.

Below please find information on the project. Additional information such as plans, drawings or supplemental information, if any, may be found in the Attachments Section of this document.

5.1. INSTRUCTIONS and SPECIFICATIONS

The City of Shelton is seeking proposal's from 'licensed disposal service contractors' who will provide the following services to the City of Shelton's **Transfer Station at 866 River Road** -Shelton, CT.

50-Yard Open Top Roll-Off Containers (Item # 1)

This service includes:

- Provide three (3) 50-yard open top roll-off containers in good condition.
- When called, remove the full ones **within 24 hours** and provide empty 50-yard containers
- Maintain the containers in good physical and working condition.
- Follow all regulatory standard practices mandated by Federal and State laws

Acceptance of Construction & Demolition (C&D)

Provide location of facility and cost per ton for materials delivered by the City.

100-Yard Open Top Trailer Dump (Item # 2)

This service includes:

- Provide a 100-yard open top trailer dump in good physical condition for Municipal Solid Waste.
- When called, remove the full one **within 24 hours**, and provide an empty 100-yard trailer
- Maintain the trailer dump in good physical and working condition.
- Follow all regulatory standard practices mandated by Federal and State laws

Quantities of PULLS (Historic)

Construction & Demolition (Bulky) Waste 50 yarder Number of Pulls

Fiscal year 2023/2024	283
Fiscal year 2024/2025	356
SIX Months of 2025/2026	237

Municipal Solid Waste (MSW) 100 yarder Number of Pulls

Fiscal year 2023/2024	97
Fiscal year 2024/2025	112
SIX Months of 2025/2026	52

5.2. SCOPE OF WORK- OPERATIONS

The work under this Contract shall consist of the items contained in the Bid, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

Contractor shall Supply sufficient quantities and frequency of removal of containers to allow for uninterrupted deposit of materials by City residents.

All containers must be filled to near capacity before removal by Contractor. City is responsible for compressing the materials.

(a) Hours of Operation

Removal of containers shall occur Monday through Saturday between 7:00: AM and 1:30 PM. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor.

(b) Holidays

The following shall be holidays for purposes of this Contract:

New Year's Day, MLK Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

(c) Storms and Other Disasters

In the event of a storm, flood, hurricane or other disaster or other acts of God, the City shall grant the Contractor reasonable variance from regular schedules.

(d) Office

Contractor shall maintain an office or such other facilities through which it can be contacted during operational hours and supply emergency telephone numbers to the City for off hours.

(e) Hauling

All materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

(f) Disposal

Item 1. Construction & Demolition materials removed or accepted by the Contractor shall be to a facility approved and licensed by the State of Connecticut, Department of Energy and Environmental Protection.

The contractor shall be responsible for all costs associated with such disposal.

Each receipt for removal of containers shall state the location of disposal, weight of C & D and shall be returned to the city with each monthly statement.

Item 2. Municipal Solid Waste shall be delivered to the WinWaste Facility located on 6 Howard Ave., Bridgeport, CT or such location designated by the City. The cost of tipping fees associated with the disposal of MSW is the responsibility of the City of Shelton.

Contractor must have a City employee sign a receipt for each container removed from the Transfer Station, stating the time and date of such removal. Contractor will supply copies of all weight slips with their monthly statement, or more often if requested by the City.

6. Pricing Proposal

All bid Pricing must be valid for no less than ninety (90) days from the bid opening date, bid extension date or clarification of contracts.

ITEM # 1- CONSTRUCTION & DEMOLITION - FIFTY (50) YARD CONTAINER

Transport & Disposal - Cost per Container. ALSO-see Vendor Questionnaire, Section # 10, questions # 7 & # 8 to list Disposal location(s) & Owner of Disposal Site(s)

Line Item	Term	Cost Per Container	Unit Cost
1	July 1, 2026 - June 30, 2027	Each	
2	July 1, 2027 - June 30, 2028	Each	
3	July 1, 2028 - June 30, 2029	Each	

ITEM # 1- CONSTRUCTION & DEMOLITION - FIFTY (50) YARD CONTAINER- DELIVERED BY THE CITY- COST PER TON:

Transport & Disposal - Cost per TON. ALSO-see Vendor Questionnaire, Section # 10, questions # 7 & # 8 to list Disposal location(s) & Owner of Disposal Site(s)

Line Item	Term	Cost Per TON	Unit Cost
1	July 1, 2026 - June 30, 2027	Each	
2	July 1, 2027 - June 30, 2028	Each	

Line Item	Term	Cost Per TON	Unit Cost
3	July 1, 2028 - June 30, 2029	Each	

ITEM # 2- MUNICIPAL SOLID WASTE- 100 YARD CONTAINER

Transport to WinWaste/Bridgeport - Cost per Container Container. ALSO-see Vendor Questionnaire, Section # 10, questions # 7 & # 8 to list Disposal location(s) & Owner of Disposal Site(s). ***TIPPING FEES ARE RESPONSIBILITY OF CITY OF SHELTON,***

Line Item	Term	Cost Per Container	Unit Cost
1	July 1, 2026 - June 30, 2027	Each	
2	July 1, 2027 - June 30, 2028	Each	
3	July 1, 2028 - June 30, 2029	Each	

ITEM # 2- MUNICIPAL SOLID WASTE- 100 YARD CONTAINER

Transport t& Disposal - Cost PER TON. ALSO-see Vendor Questionnaire, Section # 10, questions # 7 & # 8 to list Disposal location(s) & Owner of Disposal Site(s).

Line Item	Term	Cost Per TON	Unit Cost
1	July 1, 2026 - June 30, 2027	Each	
2	July 1, 2027 - June 30, 2028	Each	
3	July 1, 2028 - June 30, 2029	Each	

7. Terms & Conditions

The City Board of Aldermen and/or Board of Education reserve the right to reject any and all bids in whole or in part, or to waive any informality or technicalities, said proposals; or to accept any proposal or part thereof deemed to be in the best interest of the City of Shelton. Please be advised that no work or supply of goods and/or services may begin without a signed purchase order or agreement, which are the City's legal documents awarding the work and official notice to proceed. The City will not be responsible for any work, goods or services provided in advance of issuance of a signed purchase order or agreement.

7.1. Requirements

Any sizes or estimates of quantities as shown on drawings or stated herein are approximate and are not guaranteed in any respect. The City reserves the right at all times to increase or decrease the amount of work if deemed in its best interest. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project. The City of Shelton reserves the right to award the bid with multiple items:

- To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- And may add, subtract, or delete any item and/or quantity as deemed in the best interest of the City.

The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site, if applicable.

7.2. Non-Collusion Affidavit

The intent of the Non-Collusion Affidavit is to protect the integrity of Shelton's purchasing process in order to insure that bids/proposals have been arrived at independently and have been submitted without collusion. Said policy is adopted in the best interests of the City of Shelton.

Bidder shall complete and upload a signed and notarized non-collusion affidavit found in the Vendor Questionnaire Section.

7.3. Suspension and Debarment

Suspension and Debarment

The City will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR part 180 and part 1532 and 40 CFR part 31.35

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.40 and 29.945

The bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to

remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.4. Background Check

All individuals assigned to the Project site may be required to undergo a background check by Shelton Police Department (SPD). If required, the name and date of the individual must be furnished to the Contractor at least seven (7) calendar days before the individual is to arrive on site. Individuals who have not been approved by the SPD will not be allowed on site. Individuals who are convicted sex offenders, who have committed crimes against minors, or who have been convicted of a serious felony are not permitted on the Project. Individuals with other offenses will be evaluated by the SPD on a case-by-case basis. NO FIREARMS OR CONTROLLED SUBSTANCES ARE PERMITTED ON CITY PROPERTY, REGARDLESS IF THE INDIVIDUAL HAS A VALID PERMIT TO CARRY / USE.

7.5. Experience Modification Rating

The bidder's Workers Compensation Experience Modification Rating (EMR) must be 1.0 or lower. Bidders with an EMR higher than 1.0 are permitted to submit a bid for this project, however, the City of Shelton reserves the right to reject any or all bids from bidders with an EMR higher than 1.0. The 1.0 EMR limitation also applies to all lower tier trade subcontractors for this project.

7.6. Contract

Please review and acknowledge in Vendor Questionnaire Section.

SAMPLE AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 20 ____ by and between the CITY of Shelton (hereinafter referred to as the "CITY") and <COMPANY>---- (hereinafter referred to as the "CONTRACTOR"):

WHEREAS, the CITY desires to retain the services of <CONTRACTOR> to perform any and all services as required and set forth in "City of Shelton <RFP> <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

- The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton <RFP? <RFQ> Bid # <NUMBER> <TITLE> in accordance with the Contract Documents and Addenda set forth in Schedule A.

- Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
- The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
- In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
- The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
- The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of \$ <AMOUNT> shall be presented to the CITY prior to commencing the performance of any work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.
- In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
- The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
- Non-appropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
- The CITY shall compensate the CONTRACTOR \$ <AMOUNT>.
- The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
- The CONTRACTOR shall commence work on this project as directed by the CITY.
- All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.

- The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
- Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.
- The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
- The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

- Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

COMPANY _____

By _____

By _____

_____ Mark A. Lauretti _____

Mayor

Contractor Title

7.7. [Tax Bonds](#)

All non-resident construction contractors are required to post a Guaranty Bond (Form AU-766) or Cash Bond (Form-Au-72) in the amount required by the State of Connecticut. This bond will secure payment for applicable taxes payable to the State with regard to the project.

7.8. [Award Criteria](#)

Unless stated otherwise, the City intends to award the contract to the lowest responsible firm meeting the City's specifications, based on the combination of fee, experience, qualifications, and demonstrated ability to perform the work safely and in conformance with all applicable laws and regulations. The City reserves the right to reject any and all bids, or to waive any informality to technicalities of proposals, or to accept any proposal deemed to be in the best interest of the City of Shelton.

The agreement may not be assigned, transferred or sublet in any manner or portion without the specific prior knowledge and consent to do so by the City.

7.9. [Non-Discrimination and Affirmative Action Provisions pursuant to Connecticut General Statutes 4a-60a, as amended](#)

(A)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a REV. 20220808 minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7.10. Term

Prices shall remain in effect for three (3) year commencing July 1, 2026 and ending on June 30, 2029, provided that the contract is not terminated for cause earlier by the City. Such term may be extended for three (3) additional one - year periods, at the cost submitted for the third year of the initial term, OR request an adjustment in specific Terms or Pricing with just case, upon mutual written agreement by both the City and the awarded bidder.

8. **Insurance Requirements**

8.1. Insurance Requirements

- The successful bidder will be required to furnish a Certificate of Insurance naming the City of Shelton as the additional insured. The insurance is to be suitable Contractor's Liability and Worker's Compensation, thereby making the City of Shelton harmless from all eventualities that may occur relative to this Bid and the resulting purchase order or contract. The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and certificates of insurance and any other evidence of required coverage requested by the City, including a copy of the policy itself, have been received and approved by the City. Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the City has had thirty (30) days prior notice in writing. Certificates of renewal or changes in policies shall be delivered to the City at least thirty (30) days prior to the expiration of the policy. The City always reserves the right to reject insurance companies; if approved insurance policies cannot be provided, the contract shall be terminated. The insurance requirements set forth are minimum limits of coverage only and in no way limit the Contractor's liability. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that products / completed operations coverage shall be maintained for five (5) years. Insurance will be primary and non-contributory with a 30-day notice of cancelation in favor of the City of Shelton. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by the City of Shelton. Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's

Liability Insurance in the form and in such amounts as may be currently required to comply with the labor laws of the State of Connecticut. Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent. This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract, and shall also include a 'non-ownership' provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work. Commercial General Liability: Bodily injury and property damage: \$1,000,000 each occurrence / \$2,000,000 aggregate Products / Completed Operations: \$1,000,000 each occurrence / \$2,000,000 aggregate. This policy shall include Subcontractor's liability coverage, protecting the Contractor and the City against liability arising out of the activities of Subcontractors engaged by the Contractor in the performance of the work. Umbrella / Excess Policy: An umbrella policy in the amount of \$1,000,000 with respect to all operations the Contractor performs, is required. Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the City for review and determination of acceptability before an award will be made. Additional Insured and Certificate Holders: The City of Shelton, Shelton Board of Education, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insureds on the Contractor's and Subcontractor's Commercial General Liability (for ongoing and completed operations, Automobile and Umbrella policies. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the City of Shelton. Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the additional insured requirement. Certificates of insurance shall be submitted to the Contractor and the City, and approved by the City before commencing any work.

9. Vendor Questionnaire

Preparation of Bid

Bids must be submitted via the City's e-Procurement Portal. All blank spaces for bid prices must be filled in. Any deviations from the specifications listed herein shall be provided with the bid submittal. If so equipped with a deviation list this bid sheet shall be marked with the deviations accordingly on each item. Only complete bids will be accepted. In order for a bid to be complete, all required documents must be submitted as provided for in this solicitation.

9.1. Certificate of Insurance*

Please upload most current Certification of Insurance meeting the specifications of this bid.

*Response required

9.2. [Non-Collusion Affidavit \(Signed and notarized\)*](#)

Please download the below documents, complete, and upload.

- [Non-Collusion Form.pdf](#)

*Response required

9.3. [Bid Proposal Confirmation*](#)

Respondent confirms to provide all documents, provisions, labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to supply all Items/Services per the specifications of this response, or alternate manufacturers as approved by the City. The Respondent hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier.

Please confirm

*Response required

9.4. [Experience & Client List/References*](#)

Please download the below documents, complete, and please upload:

- Experience:
 - List of past projects
- Relevant Client list:
 - List all clients within past 3 years, including names and contact information.
- [Reference Form.pdf](#)

*Response required

9.5. [License & Certificate](#)

Please upload applicable Licenses and Certificates.

9.6. [Review of Sample Agreement*](#)

Confirm you have reviewed the City's Sample Agreement.

Please confirm

*Response required

9.7. [Pricing table Item # 1: Record Disposal Location\(s\) and Owner of Disposal Site\(s\)*](#)

*Response required

9.8. [Pricing Table # 2: Record Disposal Locations\(s\) and Owner of Disposal Site\(s\)*](#)

*Response required

9.9. Please add any additional information you would like for the City to review including Manufacturer's cut-sheets and brochures if applicable.