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**LEGAL NOTICE  
INVITATION TO BID  
FOOD SCRAP HAULING & DISPOSAL SERVICES  
RFP 2026-016**

The Town of Southbury, Connecticut is seeking sealed bids for furnishing all labor, tools, materials and equipment required for hauling and disposal of food scraps from the Town's transfer station. It is the intent of the Town to enter into a contractual agreement with one qualified Contractor to provide services.

Bids will be received by the First Selectman's Office, Town Hall, 501 Main Street South, Southbury, Connecticut 06488 until 10:15 AM local time, on June 16, 2026, at which time the bids will be publicly opened and read in Room 208 of Town Hall.

Specifications and bidding documents may be obtained at the Office of the First Selectman at the above address or electronically on the town's website at [www.southbury-ct.org/bids](http://www.southbury-ct.org/bids).

All Proposals must be on the form furnished by the Town of Southbury and must be requested for the above-named project.

No Bidder may withdraw their bid within one hundred twenty (120) days after the actual date of the opening thereof.

Requests for Information (RFIs) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at [MTarnowski@southbury-ct.gov](mailto:MTarnowski@southbury-ct.gov). RFIs should be received by June 7. RFIs may not be directly responded to. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by June 9.

The right is reserved to reject any or all bids in whole or in part, to award any item, group of items, or total bid and to waive any informality or technical defects, if it is deemed to be in the best interest of the Town of Southbury. The Town of Southbury is an affirmative action, equal opportunity employer.

Timothy O'Neil  
First Selectman, Town of Southbury  
May 27, 2026

## INFORMATION FOR BIDDERS

### 1. PROPOSAL

Proposals are being sought for furnishing food scrap hauling & disposal services for the Town of Southbury from its solid waste transfer station. All work shall be furnished in full accordance with the specifications.

### 2. RECEIPT AND OPENING OF BIDS

Separate sealed bids shall be received in the **Office of the First Selectman**, 501 Main Street South, Southbury, CT 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in **Room 208 of Town Hall**. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words **“Bid Documents, RFP 2026-016 – Food Scrap Hauling & Disposal Services”** so as to guard against opening prior to the time set therefore. **One printed copy and one digital copy (via flash drive)** of all bids shall be submitted.

Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.

### 3. PREPARATION OF PROPOSAL

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor, materials and equipment necessary to complete the work** in accordance with the bid documents.

### 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

### 5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or

regulations which in any manner relate to the furnishing of the services in accordance with the bid. Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve any bidder from any obligation in respect to his bid.

Each Bidder shall visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize itself with the Drawings, Technical Specifications and all other Contract Documents. The bidders shall also examine all records on file with the Town of Southbury, "Call Before You Dig" and State Authorities regarding the Project, and the areas within the Project limits, so as to be apprised of all subsurface conditions and other relevant information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to the failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Town of Southbury will reject any claim based on the facts regarding which it should have been on notice.

#### 6. TAX EXEMPTION

The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.

#### 7. QUALIFICATIONS OF BIDDER

Bidders must be regular full time Contractors in the type of service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.

#### 8. ERRORS, INTERPRETATIONS, AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.

#### 9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set

forth in these bid documents. The delivery or completion date and skill and experience of the bidder shall be factors considered in the awarding of the bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

#### 10. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### 11. RIGHT OF THE TOWN TO TERMINATE PROJECT

In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination. Without a violation of provisions of this bid, the Town may terminate the work, provided sixty (60) days' notice is served upon the Contractor.

#### 12. PAYMENTS

Invoices shall be furnished to the Public Works Director or his designee for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.

#### 13. GUARANTEE

All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works or his designee. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose

of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

#### 14. PRELIMINARY SCHEDULE

RFP Release	May 27, 2026
RFI Deadline	June 7, 2026
Addendum Release (if necessary)	June 9, 2026
RFP Submission Date	June 16, 2026

#### 15. INTERVIEW OF BIDDERS

The Town may choose to interview any or all bidders for the project after bids have been received to determine their qualifications and experience.

#### 16. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.

#### 17. SCHEDULING OF WORK

If notified of the acceptance of this proposal within the acceptance period, the bidder agrees to promptly schedule the work and submit verification of having scheduled the work within five (5) working days of such notice unless otherwise mutually agreed upon. The successful bidder shall promptly commence the work and prosecute the work diligently for the duration of the project.

#### 18. WAGE RATES

The wages paid on an hourly basis to any mechanic, laborer or workman employed on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of 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 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.

## GENERAL PROVISIONS

### 1. INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of the performance of the work, or from failure to guard the same, whether such act or failure to act is by the Contractor of any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.

Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation or expiration of, coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each Certificate of Insurance the contractor shall provide an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional insured." The cost of such insurance shall be the sole responsibility of the Contractor. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

Worker's Compensation Coverage and Employer's Liability Coverage A at Statutory  
Limits in accordance Connecticut Law and Coverage B at limits of \$100,000/\$500,000/\$100,000.

Broad Form Commercial General Liability including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverage, written on a "per occurrence" basis with minimum combined coverage for bodily injury, personal injury, and property damage liability of \$2,000,000 general annual aggregate, \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate.

Comprehensive Automobile Liability, covering all vehicles used by Contractor in the course of work, including owned, non-owned and hired with minimum coverage of \$2,000,000 combined single limit for bodily injury and property damage.

Excess Liability with minimum coverage of \$ 2,000,000 in umbrella form.

If a policy written on a "Claims Made " basis is proposed for consideration as a substitute for the required insurance it shall be considered only if the Certificate states that the coverage is "claims made," the retroactive date is stated and is prior to or coincident with the date of the Contract,

evidence is provided that the policy is prepaid for a minimum of two years from the completion date of the contract or the Contractor provides an Extended Reporting Period endorsement or Prior Acts Coverage. The Town shall be under no obligation to accept a "Claims Made" policy.

All Coverage is to be provided on a primary noncontributory basis.

All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.

The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

## 2. INSPECTION

The Director of Public Works shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.

The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.

All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Bid Documents.

The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.

## **SPECIAL PROVISIONS**

### **1. LOCATION AND DESCRIPTION**

The work to be completed under this bid shall include, but not necessarily be limited to, mobilization and demobilization, providing and maintaining material containers, furnishing hauling vehicles with drivers, picking up material, transporting to disposal sites at designated times, properly disposing of material, and miscellaneous associated work. It is intended that this project be completed as directed by the Director of Public Works or his designee in accordance with the unit prices bid. It is estimated that the total waste stream is approximately 44 tons per year. Tonnage history since July 2023 follows. There is no guarantee of similar future figures. The Town reserves the right to decrease the scope of work to be done under this contract and to omit any work, or increase the scope of work upon mutual agreement. To this end, the Town reserves the right to reduce the quantity of any items or omit any item as set for in the bid, either prior to executing the contract or at any time in the contract's duration. The Town further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Town of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the contract unit price shown for any item in the price schedule regardless of the quantity performed.

### **2. COORDINATION WITH OTHERS**

During the progress of the work, other Contractors and/or Town forces may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others, in such a manner as the Director of Public Works shall approve or direct.

### **3. PUBLIC SAFEGUARDS**

The Contractor agrees to conduct the work at all times in such a manner that the general public shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point without prior approval of the Director of Public Works.

### **4. OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall, at his own expense, provide any and all manner of superintendence, labor, materials, apparatus, appliances, tools, machinery, power, transportation, fuel and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful operation, maintenance, and use thereof. The Contractor shall employ only competent, experienced and licensed drivers with all appropriate certifications and endorsements.

### **5. PROJECT BID PRICES**

It is the intent of this bid proposal to establish unit prices for food scrap hauling & disposal services which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor, supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.

## 6. SCHEDULE AND TIME OF COMPLETION

The Director of Public Works or his designee and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment. The date for completion shall be calculated from the agreed upon date for the commencement of the particular assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period. Prior to commencing any related tasks the Contractor shall notify the Director of Public Works or his designee of the date he intends to actually begin work. If the Contractor anticipates that his operations will impede or interfere with the normal flow of vehicular traffic he shall also coordinate his work schedule with the Police and Fire Departments of the Town as necessary.

## 7. INDEMNITY CLAUSE

The Contractor shall, at all times, indemnify and save harmless the Town, the Director of Public Works and their agents and employees from and against all loss and expense (including attorney fees) by reason of liability imposed by law upon the Town or the Director of Public Works for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Town, or the Director of Public Works, their agents or employees, except only such injury or damage as shall be determined by a court of law to have been caused by the sole negligence of the Town.

## 8. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices. The applicable sections of the Occupational

Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract.

#### 9. PERMITS, FEES, LAWS, CODES, AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and current ordinances, regulations and Municipal, County, State, or Federal laws in any way limiting or controlling the actions or operations of those engaged in performing the work. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Town and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall take out and carry appropriate employer's liability insurance and public liability insurance. The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.

## **CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

### **A. DEFINITIONS.** The following definitions shall apply to this Ordinance:

- a. **Public Official (or Public Office).** An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
- b. **Town Employee (or Town Employment).** A paid employee, full or part-time, of the Town of Southbury.
- c. **Ethics Commission.** The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
- d. **Conflict of Interest.** A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
- e. **Direct Interest.** An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
- f. **Indirect Interest.** An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
- g. **Financial Interest.** A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
- h. **Adverse Interest.** An interest that is adverse to the interests of the Town with respect to the matter under consideration.
- i. **Material Conflict of Interest.** A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:
  - i. Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
  - ii. Would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

### **B. DECLARATION OF POLICY.**

The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public

Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

C. DISCLOSURE OF CONFLICT.

Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

D. DETERMINATION OF MATERIALITY.

In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. DISQUALIFICATION.

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public

Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

F. CLAIM OF CONFLICT.

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

G. GIFTS AND FAVORS.

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

H. REPRESENTATION.

Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. INDEPENDENT CONTRACTORS.

Before hiring any consultant, independent Contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency).

Prior to hiring any independent Contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor

or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. PROCEDURE.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. PENALTIES.

Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.

The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

L. CONCURRENT OFFICES.

No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent

the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

#### M. MEETINGS.

Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if public officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards, committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

# **SPECIFICATIONS**

## **1. SCOPE OF WORK**

The work to be completed under this Contract shall consist of the pick-up of food scraps from the Town of Southbury Transfer Station, located at 231 Kettletown Road, Southbury, CT 06488, transport of this material to designated disposal sites, and drop-off at such sites.

The material to be hauled is generally characterized as the following: fruits including pits, vegetables, meat and poultry including bones, fish and shellfish including shells, dairy products, bread and pasta, rice and grains, egg shells, chips and snacks, nuts and seeds, leftover, spoiled, and expired food including cooked food, coffee grounds and paper filters, tea bags, paper towels and napkins, bouquets of flowers, and BPI-certified compostable bags. Any proposed disposal facility must accept all of these materials for composting and/or anaerobic digestion.

The Contractor shall provide a sufficient number of containers to assure that there is always available capacity for food scraps at the Transfer Station. The Contractor shall submit for the Town's approval information on the size and type of containers to be used. In all cases, the containers to be used shall require minimal maintenance and be easily utilizable for residents, and be no smaller than 64 gallons. A small dumpster is preferred (6 CY or similar). Food scraps are currently loaded by residents into 64-gallon tote containers. All containers provided by the Contractor must be of the latest type and of a design suitable to each particular location and function. The containers must embody all the latest safety features and must be so maintained throughout the contract. All containers shall be cleaned by the Contractor as required to maintain sanitary conditions. The Contractor shall be responsible for repair or replacement of the containers as needed. The cost for use of these containers shall be included in the unit cost of hauling.

The Contractor shall also provide a transport vehicle to haul the containers to the proper disposal sites. The Contractor shall provide an appropriately licensed driver for each vehicle and shall provide all labor, equipment, fuel, maintenance and supplies necessary for safe and reliable operation of these vehicles. Pickups will be made as required by CT DEEP under the General Permit for a Municipal Transfer Station, currently within forty eight (48) hours of receipt during the period May 1st through October 31st of each calendar year, and at least once per week from November 1st to April 30th of each calendar year.

Dumping of waste at designated disposal sites is based on a schedule set by the receiving facility. The Contractor shall ensure that a driver is available at all hours to transport waste. All pickups are to be made within a reasonable time period and in accordance with arrangements coordinated with the Transfer Station Foreman. It shall be the Contractor's responsibility, based on his best judgment, experience, particular expertise in disposal practices and specialized knowledge of matters related to the waste disposal industry, to approximate the tonnage of food scraps that will be contained in each container hauled from the Transfer Station site, and to project the time, labor and equipment that will be necessary to provide this service to the Town. He shall incorporate these projections into the computations of his bid price. There shall be no adjustments made to the Contractor's bid price on account of any variations between the actual quantities of solid waste material hauled and his projections.

## 2. EQUIPMENT

The Contractor shall comply with all Federal, State and Local laws and regulations pertaining to the operation of motor vehicles and equipment for the disposal of food scraps including Municipal Services Contract rules and regulations of receiving facilities and applicable local ordinances. All vehicles shall be equipped to comply with all State of Connecticut, Department of Transportation requirements regarding their operation in the State of Connecticut.

If required to operate outside the State of Connecticut each vehicle shall comply fully with all Department of Transportation requirements regarding their operation in the State in which they are operating.

All vehicles must be equipped with the required US DOT and state DOT lighting, reflectors and safety equipment and shall be operated and maintained in compliance with OSHA regulations. Every truck and vehicle used for pick-up and transport of food scraps shall be kept clean and well-painted on the outside; and shall be a uniform color scheme. Further each and every truck or vehicle shall be numbered. This marking shall be plainly displayed and exposed to public view on both sides and the rear of the vehicle.

A Town permit shall be obtained by the Contractor for every truck or vehicle used for the pick-up and transport of food scraps. There will be no charge for these permits. Copies of all DOT licenses and certificates shall be submitted to the Town to obtain a Town permit. Contractors shall submit applications together with all supporting documentation for all necessary permits in accordance with applicable Sections of the Southbury Code of Ordinances.

The Contractor shall maintain adequate spare vehicles as back-up in the event that a designated collection vehicle or vehicles become incapacitated.

Prior to the execution of the contract, the Contractor shall furnish a complete vehicle list to the Director of Public Works including the following information: vehicle description, manufacturer and model number, VIN, marker plate, curb weight, vehicle registration, and operator name. In addition, the Contractor shall be required to provide an operators list to include operator's license number, type, date of renewal, a copy of the license and any insurance certificates. The Contractor will be responsible for registering all its vehicles to be used with the receiving facility, to obtain the necessary permits and insurance, and to pay related fees for vehicles used for hauling under this Contract.

## 3. GOOD STANDING WITH TOWN

The Contractor shall comply with the terms of the Town of Southbury's Solid Waste Ordinance and shall maintain its good standing during the terms of the Contract.

If the Contractor is suspended or banned from dumping at the receiving facility for violation of the operating regulations applicable to the receiving facility, the Contractor shall promptly settle or cure any alleged violation and provide, at no additional charge, alternate transportation services that are capable of utilizing the designated receiving facility. Said alternate transportation services

shall agree to meet the terms of this Contract. Such alternate arrangements shall require prior written permission from the Town but said permission shall not be unreasonably withheld. If the Contractor is unable to provide acceptable alternative collection services, the Town may suspend this Contract and may obtain another Contractor to provide temporary service until such time as the Contractor can resume normal service. The cost to the Town of said temporary service shall be deducted from the amounts due the Contractor under the terms of the Contract. If the banning or suspension of the Contractor by the receiving facility becomes permanent or continues for a period of at least thirty (30) days, the Town may terminate the Contract and seek appropriate damages from the Contractor.

#### 4. CONTRACT DURATION AND ANNUAL ADJUSTMENT OF PAY SCHEDULE

The term of this Contract shall become effective upon execution and shall remain in effect until June 30, 2027. It may be continued for three (3) one year extensions upon mutual agreement of both parties at each anniversary year provided the requirements are met and provided the Contract is not terminated earlier pursuant to the terms of this Contract by the Town of Southbury.

On July 1, 2027 and each July 1st thereafter, the Pay Schedule shall be adjusted for a twelve (12) month period until June 30th, of the succeeding year, provided that each fiscal year sufficient funds are appropriated in the Town of Southbury's Operating Budget to cover the cost of the Contract as quoted in the Bid Proposal for that fiscal year and further provided that the Contractor is not in violation of the terms of this Contract. Should sufficient funds not be appropriated for a contract year, the Contractor shall be notified in writing by not later than 60 days prior to the end of the current contract year.

#### 5. DISPOSAL SITES

All food scrap materials shall be disposed of at a Facility designated by the Contractor. The Contractor shall propose a disposal facility with his bid. Any proposed disposal facility must be a CT DEEP Permitted Volume Reduction Anaerobic Digestion and Food Waste Composting Facility. The decision of disposal facility shall rest with the Town. Any future change in disposal facility due to closure, dispute with the Contractor, or any other reason shall not provide a justification to modify the unit prices in the contract.

In the event that the designated Facility is unable to take any food scraps for any reason, including but not limited to the lack of capacity or inability to operate due to mechanical breakdown, shutdown, strike, weather etc., or notification of alternative arrangements for disposal which meets State and Federal guidelines; then the Contractor shall haul such food scraps to an alternate site as required without additional charge to the Town.

#### 6. PAYMENTS TO THE CONTRACTOR

The Town shall pay the Contractor a unit price payment as established in the bid schedule for each ton hauled to the designated disposal site. The Town shall make direct payment to the Contractor for the tipping fee at the disposal facility.

## 7. COMPLIANCE WITH LAW

For the term of this Contract, the Contractor agrees to haul the Solid Waste from the Station to the Designated Disposal Site in conformance with rules and regulations of the Department of Energy and Environmental Protection ("DEEP"), and with any other applicable Federal, State, and local laws or regulations.

## 8. OPERATION OF TRANSFER STATION

The Town will own, operate, and maintain the Station throughout the term hereof. The Station will be open during daytime working hours, Tuesday through Saturday of each week, except that it will be closed on legal holidays, provided that the Town may change the days of operation of the station on ten (10) days' notice to the Contractor. During all hours of operation an attendant employed by the Town will be present and will supervise the deposit of food scraps at the Station. The loading of the Contractor's containers at the Station shall be the responsibility of the Town.

## 9. PAYMENT

Payment for all Contract services set forth herein will be made to Contractor by the Town. Payments will be made to Contractor monthly, within thirty (30) days of receipt of Contractor's invoice.

## 10. DAYS AND STANDARDS OF OPERATION

The Contractor shall haul and dispose of all food scraps accumulated at the Station by regular daily drop-off service, Tuesday through Saturday of each week, except that the Station will be closed on Sundays, Mondays, and legal holidays. The Contractor shall haul the food scraps a sufficient number of times per week to prevent the unreasonable accumulation, as determined by the Town, of food scraps at the Station and to ensure that all food scraps at the Station can be hauled and disposed of in a sanitary and orderly fashion in accordance with all applicable laws and regulations of CT DEEP and other applicable laws or regulations, Federal, State, or local. The Contractor may have access to the Station during non-regular hours for the sole purpose of removing or returning containers as agreed upon by the Director of Public Works. Town personnel may move the containers as necessary within the Transfer Station. No food scraps shall be transported to any site other than a designated Disposal Site without the consent of the Town.

## 11. WEIGHING

Weight tickets shall be provided for each invoiced charge to the Town. Tickets shall be of a "machine printed" type. No handwritten tickets will be accepted. Weighing shall be made on a certified scale. Tare weights for all vehicles and containers shall be obtained as many times as the Town may require within the life of the Contract.

## HAULING TONNAGE HISTORY

JULY 2023 – MARCH 2026

<b>Quarter</b>	<b>Food Scraps (tons)</b>
Jul-Sep 2023	7.0
Oct-Dec 2023	7.0
Jan-Mar 2024	10.3
Apr-Jun 2024	11.8
Jul-Sep 2024	11.4
Oct-Dec 2024	11.0
Jan-Mar 2025	11.9
Apr-Jun 2025	11.3
Jul-Sep 2025	10.2
Oct-Dec 2025	13.1
Jan-Mar 2026	9.4

**BID PROPOSAL  
FOOD SCRAP HAULING & DISPOSAL SERVICES  
RFP 2026-016**



TO: Mr. Timothy O’Neil  
First Selectman  
501 Main Street South  
Southbury, Connecticut 06488

PROPOSAL OF

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**BID FORM  
FOOD SCRAP HAULING & DISPOSAL SERVICES  
RFP 2026-016**

The bidder declares that he/she has thoroughly examined the specifications and all other bidding documents for the proposed work, dated May 27, 2026, and that, if his/her bid is accepted, he/she will contract with the Town to furnish all labor, equipment and required material and to perform all the work required by the Town of Southbury as directed and as stipulated in the specifications, and that he/she will take in full payment therefore, the unit price applicable to each item of the work as stated in the following schedule. It is understood and agreed that should a bid be accepted, it will automatically become the contract or an addendum to any contract agreed upon.

**Description**

**Price in Figures**

**Price in Words**

Hauling & disposal of food scraps, per ton

\_\_\_\_\_ dollars and \$ \_\_\_\_\_  
\_\_\_\_\_ cents

**Proposed Compost or Anaerobic Digestion Facility:**

\_\_\_\_\_

**Proposed Container Size & Type:**

\_\_\_\_\_

**EXCEPTIONS:** All bidders must list below any and all exceptions to the attached specifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Legal Company Name \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Business Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

### **INDEMNIFICATION CERTIFICATE**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Business Address \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST  
ORDINANCE**

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

**ACKNOWLEDGEMENT OF RECEIPT**

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

**ORDINANCE RECEIVED BY**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## REFERENCES

The Bidder is required to complete the following form to allow the Town of Southbury to make inquiries and judgment as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. The Bidder has been in business for \_\_\_\_\_ years.
2. List three (3) projects of similar nature to the project described herein that the Bidder has completed. Include the name of entity, address, contact person, email, and telephone number of a reference for each project.

a. Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

b. Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

c. Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Other Conditions:

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

Addenda:

The bidder hereby acknowledges receipt of the following Addenda. (Include signed copies of addenda with bid submittal)

Addendum Number	Date Received	Signature