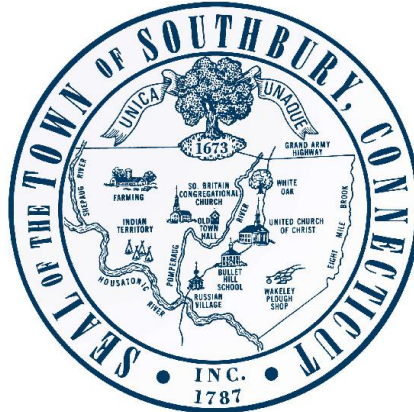


SPECIFICATIONS AND BID DOCUMENTS

Request for Proposal



Program Partner Services for CT DEEP Sustainable Materials Management Round 2 Grant Program

Bid #: 2026-017

TOWN OF SOUTHBURY

501 MAIN STREET SOUTH

SOUTHBURY, CT 06488

June 18, 2026

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**LEGAL NOTICE
INVITATION TO BID
Program Partner Services for CT DEEP Sustainable Materials Management
Round 2 Grant Program
2026-017**

The Town of Southbury, Connecticut is seeking sealed bids to identify a Program Partner that can provide technical expertise, outreach support, implementation services, stakeholder coordination, performance tracking, and reporting assistance necessary to achieve the objectives of the waste reduction efforts.

Bids will be received by the First Selectman's Office, Town Hall, 501 Main Street South, Southbury, Connecticut 06488 until 5 pm local time, on July 29, 2026, at which time the bids will be publicly opened and read in the Southbury Town Hall, room 208.

Specifications and bidding documents may be obtained electronically on the town's website at www.southbury-ct.org/bids.

No Bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof.

Requests for Information (RFIs) concerning the project should be emailed to Dan Colton, dcolton@southbury-ct.gov. RFIs should be received by noon on July 8, 2026. RFIs will be responded to by July 15, 2026. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website. It is the responsibility of the bidder to check the town website for updates.

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.

Tim O'Neil
First Selectman, Town of Southbury
June 18, 2026

INTRODUCTION

The Town of Southbury (“Town”) is seeking proposals for a Program Partner in support of the Town’s participation in the Connecticut Department of Energy and Environmental Protection (“CT DEEP”) Sustainable Materials Management Round 2 (“SMMR2”) Grant Program.

The selected Program Partner will assist the Town in planning, implementation, outreach, education, reporting, data collection, and related activities associated with the Town’s waste reduction efforts.

This Request for Proposals (“RFP”) is intended to comply with applicable Town procurement requirements and CT DEEP grant requirements.

BACKGROUND

The Connecticut Department of Energy and Environmental Protection (“CT DEEP”) established the Sustainable Materials Management Round 2 (“SMMR2”) Grant Program to support municipal and regional waste reduction, recycling, organics diversion, reuse, education, and related sustainable materials management initiatives.

The Town of Southbury intends to pursue and/or implement an SMMR2-funded initiative designed to reduce waste, and improve recycling participation, public education, food scrap diversion, reuse opportunities, or related waste reduction objectives.

The Town has been awarded \$157,160, spread across 3 Phases:

- **PHASE 1 Groundwork (\$17,000):** to understand the town’s baseline waste management ecosystem and gauge stakeholder sentiment. Work with the Waste Advisory Committee (WAC) to design a town-specific waste reduction program. Outcomes include the data, models, and local buy-in needed to decide on program implementation
- **PHASE 2 Launch (\$105,160):** Implement a program, coordinate vendors, and educate residents. Offer tools and start-up incentives to kick off the program.
- **PHASE 3 Monitoring (\$35,000):** Evaluate program results on an ongoing basis and maintain public engagement to track feedback. Develop the program into a self-sustaining program.

Under the SMMR2 grant rules, there is no obligation to proceed to the next phase once a phase is completed.

Proposals submitted for each phase must not exceed the grant monies allocated to that phase, as identified above.

The Town seeks a Program Partner capable of supporting up to all 3 phases of the project, plus a program partner capable of maintaining compliance with all applicable CT DEEP grant conditions, reporting obligations, and Southbury procurement standards.

PURPOSE OF THIS RFP

The purpose of this RFP is to identify a Program Partner that can provide technical expertise, outreach support, implementation services, stakeholder coordination, performance tracking, and reporting assistance necessary to achieve the objectives of the waste reduction efforts.

POTENTIAL PROJECT SCOPE – to be defined in Phase 1

The selected Program Partner may be required to provide some or all of the following services:

Program Planning and Coordination

- Assist the Town in refining project plans
- Participate in project kickoff and coordination meetings
- Coordinate with Town staff, haulers, regional entities, businesses, nonprofits, and community stakeholders
- Develop timelines and milestones

PUBLIC OUTREACH AND EDUCATION

- Develop public education campaigns and outreach materials
- Conduct workshops, trainings, public meetings, and stakeholder engagement sessions
- Prepare digital, print, and social media educational materials
- Support contamination reduction and recycling participation initiatives

WASTE REDUCTION INITIATIVES

Depending on the project(s), services may include:

- Evaluating current waste system costs and performance
- Gathering data to evaluate long-term financial and environmental feasibility
- Developing pricing strategies to avoid illegal dumping and consider ability to pay and the household size and needs
- Supporting the evaluation and potential implementation of a pilot and permanent programs
- Evaluating waste reduction methods, technical feasibility, zoning, or other compliance
- Supporting organics diversion program(s) and food scrap collection education
- Targeted education efforts to encourage residents and businesses to embrace new waste reduction methods.
- Determining the ease of implementation, administrative burden, the cost of operation, technology and infrastructure required, the enforcement, and developing methods to gain user understanding and acceptance, and reliability.
- The design and/or implementation of pay-as-you-throw programs, including bag-based, cart-based, sticker-based, or other systems, to encourage waste reduction
- Data collection and waste characterization assistance
- Determining the Transfer Station usage to avoid accepting other town's waste
- Benchmarking other Connecticut towns to determine what works and what doesn't work

REPORTING AND COMPLIANCE

- Track program participation and diversion metrics
- Maintain records necessary for CT DEEP reimbursement and reporting
- Assist with preparation of required progress reports and final reports
- Support compliance with all CT DEEP grant conditions

ADDITIONAL SERVICES

- Provide recommendations for long-term program sustainability
- Develop a demographic and operational profile of the Transfer Station, including user demographics, tonnage data, usage patterns, and service trends, as well as an analysis of current conditions and projected future demand.
- Explore the formation or expansion of regional waste authorities to increase efficiency, share services, and manage regional, sustainable waste disposal.
- Assist in identifying future funding opportunities
- Provide any additional related services necessary for successful project implementation

CT DEEP REQUIREMENTS

The selected proposer must demonstrate the ability to comply with CT DEEP SMMR2 requirements.

PROPOSAL REQUIREMENTS

Proposals shall include the following sections:

A. Cover Letter

Include:

- Name of organization
- Primary contact information
- Statement of interest
- Authorized signature

B. Organizational Background

Describe:

- Organizational history
- Relevant experience
- Qualifications of key personnel
- Relevant project examples

C. Technical Approach

Provide:

- Understanding of project objectives
- Proposed methodology
- Proposed work plan and schedule
- Outreach and implementation strategies
- Reporting methodology

D. Staffing Plan

Include:

- Project manager designation
- Key personnel resumes or biographies
- Subcontractor information (if applicable)

E. References

Provide at least three (3) references for comparable municipal or grant-supported projects completed.

F. Cost Proposal

Include:

- Detailed fee schedule, by project phase
- Hourly rates (if applicable)
- Budget narrative

INFORMATION FOR BIDDERS

1. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered, except that, when a bid arrives in the mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Town that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such bid will be received and considered.

2. COLLUSIVE AGREEMENT

Each Bidder submitting a bid to the Town of Southbury for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

3. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

After the bid opening, the Town shall evaluate each submitted bid for conformance to the bid submittal requirements and check each Bid Proposal for errors and agreement between unit prices in numbers and written words.

EVALUATION CRITERIA

Proposals **may** be evaluated based on the following criteria:

Criteria	Weight
Cost proposal	30 points
Technical approach and understanding	25 points
References and past performance	15 points
Relevant experience	15 points
Qualifications	15 points
Project team and qualifications of the staffing	15 points

4. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder and received by the Town of Southbury in time for the bid opening; provided that the written confirmation of any withdrawal over the signature of the Bidder shall be placed in the mail and postmarked prior to the time set for bid opening.

5. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded within sixty (60) days after the date of the bid opening to the responsible Bidder submitting the lowest bid complying with the conditions of the Advertisement for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject any bids or to waive any informality in submitted bid documents whenever such rejection or waiver is in its interest.

The Town will not award the Contract to any Contractor who is, at the time of the award, ineligible for such Contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

6. EXECUTION OF AGREEMENT

Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

7. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Southbury within thirty (30) calendar days after the execution of the Contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

8. PAYMENTS

Invoices shall be furnished to the Finance 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.

9. EQUAL EMPLOYMENT OPPORTUNITY

Attention of the Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

10. TAXES

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes).

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

(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, sexual orientation, 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; (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 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; (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) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic

representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

13. ETHICS POLICY AND ACKNOWLEDGEMENT

The Town of Southbury requires that all contractors read, acknowledge and comply with the Ethics policy which is made a part of this RFP.

1. QUALIFICATIONS OF BIDDER

MINIMUM QUALIFICATIONS

Proposers must demonstrate:

- Experience with municipal sustainability, recycling, waste diversion, organics, or environmental programs
- Experience managing or supporting grant-funded projects
- Familiarity with Connecticut municipal operations and/or CT DEEP programs
- Capacity to perform the required services within the proposed schedule
- Strong public outreach and stakeholder engagement capabilities
- Be properly registered with the Connecticut Secretary of the State to legally conduct business within Connecticut.
- Align with general DEEP SMMR2 grant provisions
- Must operate under Southbury's fully executed contract with DEEP

Preference may be given to firms or organizations with:

- Prior CT DEEP grant experience
- Experience working with Connecticut municipalities
- Demonstrated measurable diversion or outreach outcomes

2. 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.

3. 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..

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 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.

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.

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

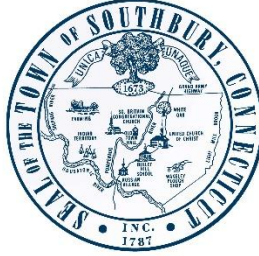
Print Name _____

Signature _____

Date _____

Bid Proposal 2026-017

Program Partner Services for CT DEEP Sustainable Materials Management Round 2 Grant Program



TO: Mr. Tim 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 _____

Non-Collusion

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.

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 _____

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 _____