



CAPITOL REGION PURCHASING COUNCIL

INVITATION FOR BID #727 CATCH BASIN CLEANING SERVICES

Issue Date: As listed on CRCOG.bonfirehub.com

Deadline for Questions: As listed on CRCOG.bonfirehub.com

Response Deadline: As listed on CRCOG.bonfirehub.com

Response Location: crog.bonfirehub.com

**CAPITOL REGION PURCHASING COUNCIL
INVITATION TO BID FOR CATCH BASIN CLEANING SERVICES
CRPC #727**

The Capitol Region Purchasing Council (CRPC), on behalf of certain CRPC members, requests sealed bids for the procurement of CATCH BASIN CLEANING AND DISPOSAL SERVICES for the period commencing January 1, 2022, and ending December 31, 2023.

I. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS

1. GENERAL DESCRIPTION OF WORK

The awarded contractor(s) shall be responsible for providing cleaning catch basin. It should be noted that the majority of the participating communities have indicated a preference for the vacuum method of cleaning, as opposed to the scoop method. Upon completion of each job, catch basins must be free of debris to a degree that will ensure their efficient operation. Such degree of cleanliness is to be reasonably determined by each community's highway superintendent(s) or their agent. The contractor may be recalled to re-clean any unsatisfactorily cleaned basin(s) without charge.

The awarded contractor shall be responsible for the proper disposition of all materials collected during the cleaning process. Each respective town's highway superintendent (or his or her agent) will be responsible for communicating, in writing, where said materials shall be dumped (e.g. town landfill, sand pit for recycling, out-of-town location, etc.). Bid prices furnished on a per basin basis shall cover the disposition of materials at town dumpsites. Any arrangements that are made to dump materials outside the town will be subject to separate hauling/trucking fees, to be quoted on an hourly basis. Finally, it shall be understood that any related tipping/dumping fees incurred by the awarded vendor will be passed through to the respective town on subsequent invoices.

2. WORKERS

The contractor will supply at least one competent, faithful, skilled and experienced operator per vehicle to perform the required work. **IF NECESSARY, A TOWN MAY SUPPLY ONE HELPER, BUT THE NEED FOR SUCH A HELPER SHALL BE CLEARLY STATED AS PART OF A BID PROPOSAL.** If at any time a town highway superintendent (or their designee) shall notify the contractor that an assigned operator is apparently incompetent or unfaithful, such operator shall be discharged promptly and shall not be employed again on the job.

3. CLEANUP

Upon suspension or completion of the work, the contractor shall remove all materials, equipment and rubbish, and shall leave the premises in a neat and orderly condition. Such efforts shall include ensuring that both the basin cover itself and the area immediately surrounding the basin are free from any debris to prevent re-entry of such materials into the basins.

4. **TIME OF STARTING AND COMPLETION**

Work shall be performed substantially within the intervals provided by the various towns to be established with each awarding entity. Any variation in these schedules shall be made by written agreement with the respective highway superintendent. If the contractor shall be delayed in completing work in any town by or on account of an act of omission by the town, or as a result of strikes or other causes beyond the control of the contractor, the latter shall be entitled to a reasonable extension of time to be determined by the highway superintendent or their designee. Such request for an extension must be submitted in writing.

Equipment breakdown shall not be considered a valid cause for a time extension request. The contractor shall be expected to have available backup equipment.

5. **LIST OF BASINS TO BE CLEANED**

A list of basins to be cleaned with their locations shall be supplied to the contractor by the respective highway superintendent when the work is started, and the contractor cannot be paid for cleaning basins other than those designated.

6. **EXPERIENCE**

Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience cleaning catch basins. Accordingly, a list of at least four (4) municipalities where this type of work has been performed during the past two (2) years shall be furnished, including contact persons and phone numbers. (See the attached Information Sheet.)

7. **EQUIPMENT**

All cleaning machines must be a **1990** model or newer and shall be capable of efficient, reliable operation. All contractors shall be expected to have and make available extension equipment on an as-needed basis in order to properly clean deeper basins.

Actual operation of equipment may need to be witnessed/verified by a highway superintendent, on request, prior to awarding a contract. The equipment owned by the contractor will be indicated on the bid, in the space provided, together with the equipment available by lease. (See the attached Information Sheet.)

8. **TRAFFIC**

Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety.

9. **BASIS FOR PAYMENT**

The contractor will report to the highway superintendent the number of catch basins cleaned and the number of hours worked each day. These reports shall be due at the end of each week during which work has been performed.

10. **PRICING STRUCTURE**

All prices submitted shall apply throughout the term of the contract, and shall be deemed all-inclusive (i.e. include fuel costs, etc.). The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges on the participating communities at any point during the contract period.

Prices Per Basin

Vendors must submit a bid on a per basin basis. It shall be understood that this unit price will apply to all types of basins cleaned under resulting contracts (e.g. shallow, extra deep, double covered, etc).

Hourly Prices

Additional bids, on a per hour basis, are also requested. Such hourly rates may be used by each awarding community for occasional random or emergency cleaning requests covering a small number of basins, or to cover other related cleaning projects, including, but not limited to, vaults, sediment basins, and d walls.

The hourly prices quoted on the Bid Form shall also apply, on an as needed basis, to hauling services provided should towns require that their catch basin debris be dumped at an out-of-town location.

11. **INCLUSION OF NON-PARTICIPATING TOWNS**

It will be expected that vendors will allow any Capitol Region town to participate under the terms of this bid even if such towns are not listed among the participants in the Invitation to Bid. However, vendors will be expected to honor their per hour bid for such additions and will not be held to their bid per basin.

12. **ALTERNATE BID - OPTIONAL**

If available, vendors are asked to submit an alternate bid, on a per hour basis, for renting catch basin cleaning equipment without an operator. Individual pieces of equipment that can be used by town staff must be specified on the Information Sheet attached.

13. **CONTINUITY OF WORK**

The primary purpose of this invitation is to cover the usual annual or semi-annual cleaning programs in each of the towns. It is expected that once work has started, the vendor will provide relatively continuous service until completion of the project.

14. **TERMS OF CONTRACTS**

Contracts resulting from this Bid Invitation shall apply to work done prior to January 1, 2022. Moreover, if mutually agreeable to all involved parties, the term of resulting contracts may be extended for up to two additional years.

15. **FUTURE BID INVITATIONS**

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

II. STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council (“CRPC”) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments (“CRCOG”), which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some **115** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council’s services.

BID FORMS/SUBMISSION OF BIDS

The CRPC uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The CRPC accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB’s, RFP’s, RFQ’s and RFI’s shall be submitted in electronic format via **Bonfire**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **Bonfire** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

QUESTIONS

Inquiries should be directed through the Bonfire messaging application.

No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. **Every request for an interpretation shall be made in writing and posted to the Bonfire online system.** To receive consideration, such questions must be received according to the date posted on the Bonfire online system.

The CRPC staff will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the CRPC staff will **post a copy of any addenda in Bonfire**. In special cases, the CRPC staff reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the **Bonfire** website.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions

expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

BID AWARD

A bid award, in the form of a purchase order issued to a participating vendor, shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

CONTRACT EXTENSION

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. **All extensions shall be completed before the next bid invitation is issued.** A schedule of bid invitations and openings is posted on the CRPC website.

ESTIMATED QUANTITIES

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award from this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the CRPC shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the CRPC.

REJECTION AND/OR CANCELLATION OF BIDS

The CRPC reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: CRPC strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

1% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **Responding vendors agree to pay to the CRCOG an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor.** This fee shall be submitted by the vendor to CRCOG on a quarterly basis along with a report on awards made by Member Agencies and purchase orders issued by CRPC members to vendors. The fee shall be payable for all CRPC bids unless specifically exempted by the CRPC.

The fee and report shall be submitted as a check to made to the order of "Capitol Region Council of Governments" and mailed to:

Capitol Region Council of Governments

Attn: Kim Bona

241 Main Street, 4th

Hartford, CT 06106

REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to the Capitol Region Council of Governments on a monthly or quarterly basis. Vendors are responsible for submitting purchase orders to the CRCOG via email to kbona@crcog.org.

FAILURE TO COMPLY

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see the Attachment concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The CRPC, an affiliate of the CRCOG, subscribes to the CRCOG's policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRRCOG harmless and indemnify CRRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.