



Town of Fairfield

**Sullivan Independence Hall
725 Old Post Road**

**Fairfield, Connecticut 06824
Purchasing Department**

**(203) 256-3060
FAX (203) 256-3080**

BID #2019-07 Catch Basin Cleaning

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2019

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms) Name and Title, Printed

Signature

Telephone Fax

E-mail

First Selectman

Director of Purchasing
01/29/2019

Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Thursday, 31st January, 2019

To provide labor, materials, equipment and all else necessary to provide catch basin cleaning as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2019-07" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive bids from qualified contractors to provide all labor, material, equipment and all else necessary to provide catch basin cleaning services as detailed in the attached specifications.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing.htm

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **12:00pm on Wednesday, 23rd January, 2019.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:
Corinne Dyer, Senior Buyer
cdyer@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 24th January, 2019 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

CONTRACT PERIOD

March 1, 2019 through February 29, 2020

The Town intends to award a contract for this work. It may be potentially renewed for an additional four (4) annual (one-year) renewal periods, based on mutual agreement of the parties. The renewal term may include a cost of living allowance (COLA) where agreed upon between the Town and Contractor.

REQUIREMENTS

- A. Any sizes or estimate of quantities are approximate and are not guaranteed in any respect. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plans, mobilization, permits, insurances, etc., required to properly complete these services.
- C. The Town of Fairfield reserves the right to award the bid with multiple items:
 - to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- E. The successful bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work.
- F. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- G. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, Award Resolution, and Town Purchase Order.**

SPECIFICATIONS

This project consists of catch basin cleaning within the Town of Fairfield. Currently, there are 6,000 catch basins; the Town of Fairfield would like to have 3,000 at the minimum cleaned annually. Bids are to be submitted for hourly rates and by unit cost per catch basin. The Contractor shall notify the Superintendent of Public Works of which catch basins are in need of repair. The Contractor shall be expected to clean twenty-five (25) catch basins per day.

The Town of Fairfield will supply the Contractor with a hydrant wrench for water. The Contractor shall draught water only from the list of hydrants approved by Aquarion Water Company.

The Contractor will dump sludge at the Public Works Facility on One Rod Highway, at a site specified by the Superintendent of Public Works.

Water will be disposed into a “dumping pad” off One Rod highway at Harvest New England (formerly Greencycle). This area is piped directly into the sanitary sewer, which follows the DEP regulations for disposal of storm water from catch basin cleaning.

Catch basins shall be considered clean when 90% of the material has been removed and the outlet pipe inlet is completely exposed. The Town is responsible for disposing of the catch basin water.

The Contractor will be expected to have the necessary equipment to flush storm lines from 4” to 72” pipes, clean box culverts, and the ability to clean, and flush various storm water tanks like swirl tanks.

Note: The Town of Fairfield will provide traffic control when is deemed necessary by the Superintendent of Public Works or his designee. The Contractor shall report to work at the Town Garage and shall complete the day at the Town Garage. The Contractor shall submit a daily list containing the number and location of each catch basin cleaned. The Contractor shall provide a back flow prevention device approved by Aquarion Water Company and use it as required by State regulations.

BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

- 1. BID Document #2019-07,
- 2. Posted addenda (if any) numbered _____ thru _____, posted at **www.fairfieldct.org/purchasing.htm**

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

- Item 1.) Cost per basin \$ _____ (depth five feet or less, measured from the floor to the top of the grate.)
- Item 2.) Cost per basin \$ _____ (depth more than five feet, measured from the floor to the top of the grate.)
- Item 3.) Cost per hour \$ _____ (clean and flush various storm water tanks, including box culverts)
- Item 4.) Cost per hour \$ _____ (clean and flush various storm lines from 4” to 72”)

EQUIPMENT TO BE USED:

Make: _____

Model: _____

Year of manufacture: _____

Capacity: _____

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2019-07” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Corinne M. Dyer, Senior Buyer: CDyer@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

~~The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.~~

~~Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.~~

~~All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570_a_z.htm~~

~~NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.~~

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
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PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non-contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

TERMS AND CONDITIONS OF BID

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.