



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Catch Basin Cleaning

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, August 8, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** 19/20 Catch Basin Cleaning. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, August 8, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is soliciting competitive bids from qualified firms for the cleaning of the Town's catch basins.

Specifications and bid forms must be obtained online at www.newmilford.org. When applicable, state bids will be considered for this service.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer

**TOWN OF NEW MILFORD
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL
ANNUAL CATCH BASIN CLEANING**

INTENT:

The Town of New Milford is soliciting competitive bids from qualified firms for the cleaning of the Town's catch basins. Prices provided by the successful bidder shall remain in effect for a (1) year period following the award of the bid. The successful bidder shall furnish all materials, labor, equipment and services necessary to fulfill the requirements of the bid as specified herein.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT ("Town" or "Municipality") invites bids on the project described herein. All blanks must be appropriately filled in. Bids will be received by the Purchasing Authority until 3:00 p.m. on Thursday, August 8, 2019 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

**Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776**

Said submissions should be clearly designated as Bid for Catch Basin Cleaning 19/20. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. Bid Forms
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificates of Insurance

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone.**

Every request for such interpretation must be in writing and addressed to:

Michael Boucher
MBoucher@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

SPECIFICATIONS/ADDITIONAL REQUIREMENTS:

1. General Description of Work

The awarded contractor shall be responsible for providing the cleaning of catch basins by the vacuum 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 the highway superintendent, or his/her agent. The contractor may be re-called 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 foreman (or his/her agent) will be responsible for communicating, in writing, where said materials shall be dumped. 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 Town of New Milford.

2. Workers/Workday

- a) The Contractor will supply at least one competent, faithful, skilled and experienced operator per vehicle to perform the required work. If at any time a town highway foreman (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.
- b) The normal workday shall be 7:00 a.m. to 3:00 p.m. Monday through Friday, excluding State granted holidays.
- c) No disruptive work (as indicated by the Town) shall be permitted before 7:00 a.m. or after 8:00 p.m. on a normal workday or on Saturdays, Sundays or holidays, except by permission of the Town. Permission requests shall be submitted to the Director of Public Works.

3. Clean-up

Upon completion of each catch basin, the contractor shall remove all materials, equipment and debris, and shall leave the area in a neat and orderly manner. Such efforts shall include ensuring that both the basin cover itself, and the area immediately surrounding the basin, are free of any debris to prevent re-entry of such materials into the basin.

4. List of Basins to be Cleaned

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

5. 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 three (3) municipalities where this type of work has been performed during the past five (5) years shall be furnished, including contact persons and phone numbers. (See the attached Information Sheet).

6. Equipment

All cleaning machines must 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 the highway foreman, 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 attached Information Sheet).

7. Traffic

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

8. 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.

9. 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.). Contractors must submit a bid on a per catch basin basis. It shall be understood that this unit price will apply to all types of basins cleaned including shallow, extra deep and double grate, etc.

10. Continuity of Work

The primary purpose of this invitation is to cover the usual annual, or semi-annual, cleaning program in the Town of New Milford. It is expected that once work has started, the contractor will provide relatively continuous service until completion of the project.

11. Reporting

The contractor shall be responsible for weekly reporting of the condition of the catch basins cleaned that week. Reports shall be made to the Highway Foreman and shall include location and condition of each catch basin.

12. Term

Prices to be in effect for 2 (two) years from date of bid award. Bid may be extended for an additional year upon mutual written agreement between the Town of New Milford and successful bidder.

13. Basis of Award:

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- The ability, capacity and skill of the bidder to supply the service required
- Whether the Bidder can provide the service within the specified time, without delay or interference and past quality of work, if relevant.
- The Town reserves the right to award the bid in full or by individual items
- The Town may extend the bid for an additional year upon written request by bidder.

14. Insurance Requirements

A certificate of Insurance is required to be submitted upon execution of any agreement. The Contractor must carry the following minimum insurance coverages:

A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage:

General Liability per occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage:
\$1,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

C. Statutory Workers Compensation and Employers Liability

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

D. Umbrella/Excess: \$2,000,000

E. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

F. Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.

G. The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.

- H. Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.
- I. Any changes in insurance coverage will require thirty (30) days notice to the Town of New Milford.

**Town of New Milford
Catch Basin Cleaning 19/20
BID FORM**

1. We, _____ (Name of Company) agree to provide catch basin cleaning services for the price of _____ dollars and _____ cents (\$ _____) per catch basin.

2. We own the following equipment, which will be made available:

3. We can obtain the following equipment through lease, etc.:

4. This bid includes addendum numbers: _____

The Town reserves the right to increase or decrease Estimated Quantities at its discretion. The Town reserves the right to reject any or all proposals if deemed in the best interest of the Town. A material and labor payment bond will be required upon award of the contract. Prices shall be in effect for (1) year from date of bid award.

THE UNDERSIGNED BIDDER UNDERSTANDS THAT, IN ADDITION TO THE BID SPECIFICATIONS, ALL BIDS ARE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE NEW MILFORD "MUNICIPAL PURCHASES" ORDINANCE, SET FORTH IN ARTICLE III, SECTION 2-92 (a) THROUGH (o) INCLUSIVE, OF THE CODE OF NEW MILFORD.

The undersigned submits this proposal without collusion with any other individual or corporation.

(Company)

(City, State, Zip)

(Signature – Authorized Officer)

(Printed Name & Title)

(Phone Number)

(Date)

**Town of New Milford
Catch Basin Cleaning 19/20
BID FORM**

**Bidders Must Provide at Least Three References,
contact name and phone number.**

Project #1

Project: _____ Total Project Cost: _____

Date Completed: _____ Location: _____

Reference: _____ Phone Number: _____

Project #2

Project: _____ Total Project Cost: _____

Date Completed: _____ Location: _____

Reference: _____ Phone Number: _____

Project #3

Project: _____ Total Project Cost: _____

Date Completed: _____ Location: _____

Reference: _____ Phone Number: _____

(Company)

(City, State, Zip)

(Signature – Authorized Officer)

(Printed Name & Title)

(Phone Number)

(Date)

PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Catch Basin Cleaning 19/20

BID OPENING: August 8, 2019

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' 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 New Milford. 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 benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer

Town of New Milford, Connecticut
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut

County of _____

_____ being first duly sworn affirms that:

He is _____ of _____, the Bidder that has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

Such Price is genuine and is not a collusive or sham bid;

Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signature: _____ Printed name: _____

Title: _____ Company: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the _____ day of _____, 2019, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSS whereof I hereunto set my hand:

Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

My Commission Expires/Juris Number (circle one)