



BEACON FALLS, CT RFQ/RFP #20-2

**TOWN OF BEACON FALLS
REQUEST FOR QUALIFICATIONS AND PROPOSALS
RFQ/RFP #20-2**

**FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF
LIQUID SEWAGE SLUDGE GENERATED FROM THE
WATER POLLUTION CONTROL FACILITY**

TABLE OF CONTENTS

I. LEGAL NOTICE.....	2
II. INSTRUCTIONS	3
III. SPECIFICATIONS	5
IV. SUBMISSION OF QUALIFICATION STATEMENTS	8
V. SUBMISSION OF FEE PROPOSAL	9
VI. CRITERIA FOR AWARD/METHOD OF SELECTION	10
VII. GENERAL TERMS AND CONDITIONS	12
VIII. AFFIDAVITS.....	19
IX. SUBMISSION CONFIRMATION.....	21
X. PROFESSIONAL SERVICES TASK ORDER.....	23



BEACON FALLS, CT RFQ/RFP #20-2

I. LEGAL NOTICE

TOWN OF BEACON FALLS REQUEST FOR QUALIFICATIONS AND PROPOSALS RFQ/RFP #20-2 FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF LIQUID SEWAGE SLUDGE GENERATED FROM THE WATER POLLUTION CONTROL FACILITY

The Town of Beacon Falls, acting through its Water Pollution Control Facility (WPCF), is seeking sealed bid proposals from qualified respondents for furnishing Transportation and Disposal Services of Liquid Sewage Sludge generated from the Beacon Falls WPCF. A respondent must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

Respondents are required to submit one original and one copy of their bid proposal and one original and one copy of their qualification statements in two separate sealed envelopes clearly marked "CONFIDENTIAL BID DOCUMENT – DO NOT OPEN" no later than Friday, September 27, 2019 at 10:30 a.m. in the Assembly Room (located across from the Office of the First Selectman), First Floor, 10 Maple Avenue, Beacon Falls, Connecticut 06403. A 5% certified check or bid bond should be included in the bid proposal envelope. Late submittals will be rejected. E-mailed or faxed bids will be rejected. All submittals should be labeled with RFQ/RFP number and RFQ/RFP title.

The full RFQ/RFP (with project specifications) must be read in detail by all respondents prior to submission. The RFQ/RFP may be obtained at the Office of the Town Clerk or may be accessed on the Town of Beacon Falls' website at <http://www.beaconfalls-ct.org/> and the Department of Administrative Services procurement website at www.das.ct.gov. Any questions regarding the specifications may be directed, in writing only, to WPCF Superintendent, Thomas Carey, at tcarey@townofbeaconfalls.com, with a copy to the Finance Manager, Natasha Nau, at nnnau@tobfct.com.

Each respondent shall honor their proposal for (90) business days from the date of proposal opening, without modification. Upon award of the RFQ/RFP, the winning respondent shall be bound by the proposal price throughout the contract period. The Town of Beacon Falls is an affirmative action, equal opportunity employer. The selected bidder must meet all municipal, state and federal AA and EEO practice and requirements. MBEs/DBEs/WBEs/SBEs are encouraged to apply. The Town of Beacon Falls reserves the right to reject any or all proposals, or waive defects in same, if it deems such to be in the best interest of the Town of Beacon Falls.


Christopher Bielik
First Selectman

Publish one time only in the Republican American under LEGAL NOTICES on Friday, September 6, 2019



BEACON FALLS, CT RFQ/RFP #20-2

II. INSTRUCTIONS

1. The Town of Beacon Falls (Town), acting through its Water Pollution Control Authority (WPCF), also commonly referred to as the Waste Water Treatment Plant (WWTP), is soliciting sealed bid proposals from qualified respondents for furnishing Transportation and Disposal Services of Liquid Sewage Sludge generated from the Beacon Falls Water Pollution Control Facility located at 411 Lopus Road, Beacon Falls, CT 06403. A respondent must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.
2. A certified check or bid bond for five percent (5%) of the total bid must accompany each proposal. The check shall be a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Beacon Falls". This bid security shall secure the execution of the contract by the successful bidder. Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Beacon Falls, Connecticut as liquidated damages for failure. The bid securities of the other bidders will be returned within five (5) weekdays after the opening of the bids with the exception of the first three low bidders. The bid security of the first three bidders, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than thirty (30) days after the opening of the bids. The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.
3. **Indemnification/Hold Harmless:** The selected firm agrees to defend, indemnify and hold harmless the Town of Beacon Falls, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the firm and its employees, contractor, sub-contractors and agents, this indemnification includes the firm's duty to defend the Town of Beacon Falls from any such claims except that the firm shall not be responsible or obligated for claims arising out of the sole negligence of the Town of Beacon Falls, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the premises.
4. **Waiver of Subrogation Requirement:** The selected firm will require all insurance policies in any way related to the work and secured and maintained by the firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Beacon Falls, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Beacon Falls.



BEACON FALLS, CT RFQ/RFP #20-2

5. The bidder will read each section of this RFQ/RFP before submitting its proposal/bid.
6. Questions regarding this proposal shall be directed (in writing only) to WPCF/WWTP Superintendent, Thomas Carey, at tcarey@townofbeaconfalls.com with a copy to Finance Manager, Natasha Nau, at nnau@tobfct.com. Respondents are required to submit one original and one copy of their bid proposal and one original and one copy of their qualification statements in two separate sealed envelopes clearly marked "CONFIDENTIAL BID DOCUMENT – DO NOT OPEN" no later than Friday, September 27, 2019 at 10:30 a.m. in the Assembly Room (located across from the Office of the First Selectman), First Floor, 10 Maple Avenue, Beacon Falls, Connecticut 06403. The 5% certified check or bid bond should be included in the bid proposal envelope. Late submittals will be rejected. E-mailed or faxed bids will be rejected. In addition to the "CONFIDENTIAL BID DOCUMENT – DO NOT OPEN" marking, all submittals should be labeled with RFQ/RFP number and RFQ/RFP title and have the following names/address listed:

Board of Selectmen
Town of Beacon Falls
First Floor of Town Hall
10 Maple Avenue
Beacon Falls, CT 06403
Attention: Finance Department



III. SPECIFICATIONS

GENERAL

1. Project specifications may be obtained at the Office of the Town Clerk or may be accessed on the Town of Beacon Falls' website at <http://www.beaconfalls-ct.org/> and the Department of Administrative Services procurement website at www.das.ct.gov. Any questions regarding the specifications may be directed, in writing only, to WPCF Superintendent, Thomas Carey, at tcarey@townofbeaconfalls.com, with a copy to the Finance Manager, Natasha Nau, at nnau@tobfct.com.
2. Each respondent shall honor their proposal for (90) business days from the date of proposal opening, without modification. Upon award of the RFQ/RFP, the winning respondent shall be bound by the proposal price throughout the contract period. The Town of Beacon Falls reserves the right to reject any or all proposals, or waive defects in same, if it deems such to be in the best interest of the Town of Beacon Falls. The Town of Beacon Falls is an affirmative action, equal opportunity employer.
3. Each respondent understands that delivery of services is expected to commence within 30 days of contract award.
4. Bids shall be reviewed by Town Staff, Water Pollution Control Facility (WPCF), and the Water Pollution Control Authority (WPCA) and may include a visit to the Vendor's disposal site.
5. The term of the contract shall be for three (3) years, with two successive one-year renewal periods upon same terms and conditions, at Town's sole option. Each year, during the term of this contract, the Town of Beacon Falls, on May 1st and not after, may terminate this agreement upon written notice effective June 30th of the same year.
6. In accordance with the provisions of Section 12-412 (a) of Connecticut General Statutes, the Town of Beacon Falls is exempt from the payment of Federal or State tax and such taxes shall not be included in bid prices.

EXISTING SYSTEM

Wastewater for Beacon Falls' customers is treated in an activated sludge treatment plant (WPCF/WWTP) located at 411 Lopus Road, Beacon Falls, CT 06043. Beacon Falls' Town Staff and Water Pollution Control Authority (WPCA) have worked to secure funding to expand its wastewater collection system to neighborhoods that have seen the failure of private septic systems that affect residential property values. An extensive, multiyear plant capital plan has been created by one of the Town's engineers, which should improve Beacon Falls' ability to serve its residents and businesses. It will address repairs, replacements, and enhancements/reconfiguration. Part of this plan includes a digester repair/replace/cleaning project. This is set to commence in the next few months.

1. Current plant flow is 300,000 gallons/day (all liquid).



BEACON FALLS, CT RFQ/RFP #20-2

- The primary sludge is pumped to 1 gravity thickener and thickened to approximately 1 to 2% total solids. Sludge is stored prior to loading into proposed vendor's equipment via the Town's two centrifugal cutter-pumps in the same thickener tanks. Total storage capacity is 77,000 gallons between two storage tanks of approximately the same size. A 3-inch diameter hose with cam lock fittings is utilized for loading. Scum is stored in the same storage tanks as the sludge.
- The following provides statistical plant data for the past five calendar years (1-2% solids concentration on average for each of the years):

Year	Yearly Sludge Generated Liquid Gallon
2014	1,651,000
2015	1,683,500
2016	1,547,000
2017	1,527,500
2018	1,449,500

- The sludge is a mixture of primary and secondary sources, generated in large part from domestic sources with a light industrial/commercial waste contribution.
- Work performed shall include transportation, processing and disposal. All aspects shall be in compliance with all latest local, state and federal regulations. Of particular note are the requirements of 40 CFR, Part 503.7.
- Truck loading times at the Town of Beacon Falls Treatment Facility are between the hours of 7:00 AM and 2:00 PM Monday through Friday.
- Bidders are required to submit alternate transportation disposal methods in complete detail with this bid, should other options be available.
- The objective is, at the conclusion of the selection process, to obtain a provider Transportation and Disposal Services of Liquid Sewage Sludge.

BIDDERS' RESPONSIBILITIES

All Bidders are required to provide responses to ALL of the following areas, as listed herein:

- Available hours of operation, transportation and disposal.
Note: Per Item #5 under General in these specifications, truck-loading times at the Beacon Falls Treatment Facility are between the hours of 7:00 AM and 2:00 PM Monday through Friday.
- On and off-loading capabilities or limitations.
- Tanker pumping capabilities, vacuum or other, include method and amount of charges.
Example: hourly, gallons, etc.



BEACON FALLS, CT RFQ/RFP #20-2

4. Emergency availability (weekends, holidays, after hours).
5. List of specific restrictions to sludge acceptance. Note: If no restrictions are listed, indicate there are NO RESTRICTIONS.
6. Laboratory testing requirements and methods. Outline specific parameters and schedule.
7. Distance to Bidder's disposal location. (The Town of Beacon Falls will require verification of specific site where sludge is to be ultimately disposed of per 40 CFR, Part 503.7)
8. Location and method of disposal in detail. (The Town of Beacon Falls will require verification of specific site where sludge is to be ultimately disposed of per 40 CFR, Part 503.7)
9. Size of truck tanker capacity in gallons.
10. Loading requirements – Comments concerning time limits, what the Town requires, etc.
11. Availability of back-up capabilities.
12. Special needs or requirements not already listed.
13. Primary Sludge Disposal Location and Method of Disposal.
14. Secondary Sludge Disposal Location and Method of Disposal.
15. Third Sludge Disposal Location and Method of Disposal.
16. Election of any subcontractors (i.e. for the hauling function OR incineration function).



IV. SUBMISSION OF QUALIFICATION STATEMENTS

Proposals submitted in response to this Request for Qualifications and Proposals shall include the following:

A. Letter of interest

B. Qualification Statement:

- 1) Name of company and parent company, if any. Description of the firm and all proposed subcontractors.
- 2) Address of principal office and office from which Projects will be managed. I.e. proximity.
- 3) Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Purchasing Department.
- 4) Legal form of ownership. If a corporation, where incorporated.
- 5) Litigation - Describe any litigation, including arbitration proceedings (past and present), involving your firm.
- 6) Default - Have you ever failed to complete any work awarded to you? Have you ever defaulted on a contract or been notified of a default by your client? If so, where and why?
- 7) Short description of recent projects that demonstrate successful performance of projects with equal complexity.
- 8) Include three (3) references, with a contact name and phone number that the Town may contact. It is preferred that references include those clients for whom the respondent has provided services similar in nature, quality, and quality to those requested in this RFQ/RFP.

C. Affidavits:

Non-Collusion Non-Conflict Affidavit and EEO/Affirmative Action Affidavit (attached in Part VII).



V. SUBMISSION OF FEE PROPOSAL

The Bidder shall complete pricing for all years as follows:

YEAR 1	YEAR 2	YEAR 3	3-Year	Gallon	3-Year Total
Cost/Gal.	Cost/Gal.	Cost/Gal.	Avg. Unit	Multiplier	Sludge Cost
2019-2020	2020-2021	2021-2022	Cost		
\$	\$	\$	\$	1,550,000	\$

- i. Bidders shall enter unit costs for all years. In the event that there is a discrepancy between the unit price and the total price extension, the unit price will govern.
- ii. Sludge Calculations: The unit costs each year should be entered and inflation and/or cost escalations between each contract year should be reflected. 1-2% solid concentration should be assumed over all contract years and included in said calculation. These three years shall then be averaged to determine the average unit cost by year. The 3-year average unit cost shall be multiplied by 1,500,000 gallons to determine the total 3-year sludge cost. This 1,500,000 gallons figure was selected based on an average of the 5 years listed in Item #3 (above) and rounding down to the nearest hundred-thousand due to steady efforts of sludge reduction that the WPCF/WWTP continues to pursue.
- iii. Unit costs shall include the total cost to the Town. The Town shall not be assessed additional fees.
- iv. The total annual bid amount is a not to exceed amount; the Town will be billed based on actual sludge gallons picked up and transported.
- v. The annual gallons of sludge is an estimate and is not guaranteed. If Beacon Falls WPCF does not meet the gallon multiplier above, the bidder will not be compensated for the difference.
- vi. Written Total 3-Year Bid Amount _____.
- vii. Bidder's Company Name _____.



BEACON FALLS, CT RFQ/RFP #20-2

VI. CRITERIA FOR AWARD/METHOD OF SELECTION

RFQ

1. Previous experience with projects of equal complexity.
2. References.
3. Experience of senior management and support staff for the project.
4. Ability of the firm to perform the work within the required timeframe.
5. Proximity of Resources.

RFP

6. Cost based on Fee Proposal.

On behalf of the Town, the Waste Pollution Control Facility (WPCF) will evaluate the respondents based on the above criteria. No specific weights are assigned the individual criteria listed above. At the WPCF's option, the WPCF may evaluate the qualification submittals first and then open and assess the sealed fee proposals. Further, the WPCF may decide to interview a short list or all of the Respondents before making its final recommendation to the Board of Selectmen (BOS). The WPCF's recommendation for the most responsive responsible respondent shall be presented to the BOS for approval and for final negotiations by BOS designated representatives to finalize the contract(s) in conformance with the Town's requirements and subject to Town approvals and review by the Town attorney. The contract will not be deemed to be awarded until a written contract, in a form acceptable to the Town, has been fully executed by both parties.

The award of the contract(s) for will be made, if at all, to the Respondent(s) whose evaluation by the WPCF results in the WPCF determining (and recommending to BOS) that such award to such Respondents is in the best interests of the Town. The Town reserves the right to reject any or all of the responses, or parts thereof, and/or to waive any informality in any of the responses if such rejection or waiver is deemed in the best interest of the Town. Neither the WPCF or the Town, nor any of their respective officers, directors, employees or authorized agents, as applicable, shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this Request for Qualifications and Proposals.

TENTATIVE TIMELINE OF THE RFQ/RFP PROCESS

RFQ and separate fee proposal envelopes due: **Friday, September 27, 2019 at 10:30 a.m.**

WPCF/WPCA/staff review and optional interviews of firms: **Early October 2019**

BOS award and notice to all respondents: **Mid October 2019**

(Subject to successful contract negotiation)

QUESTIONS AND ADDENDA

All questions relative to the specifications shall be made in writing only to WPCF Superintendent, Thomas Carey, at tcarey@townofbeaconfalls.com, with a copy to Natasha Nau, Finance Manager, at nnnau@tobfct.com BEFORE **Friday, September 20, 2019 at 10:30 a.m.**



BEACON FALLS, CT RFQ/RFP #20-2

Answers to these questions will be addressed in an addendum which will be issued by the Town and posted on the Town website as well as the State Department of Administrative Services procurement website. It shall be the responsibility of the bidder to download each addendum. The Town has no obligation to mail addenda to prospective bidders.



VII. GENERAL TERMS AND CONDITIONS

A. TERMS AND CONDITIONS

A prospective Respondent must be willing to adhere to the terms and conditions of this request, including the following:

1. **Ownership of Documents** – All qualification statements submitted in response to this Request for Qualifications and Proposals (RFQ) are to be the sole property of the Town and subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes (re: Freedom of Information).
2. **Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town unless stated otherwise in the RFQ or contract.
3. **Timing and Sequence** – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town and the WPCF.
4. **Oral Agreements** – The WPCF and the Town will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.
5. **Amending or Canceling Requests** – The Town reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town to do so.
6. **Rejection for Default or Misrepresentation** – The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
7. **Clerical Error** - The Town reserves the right to correct inaccurate awards resulting from its clerical error.
8. **Rejection of Qualification Statements** - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.
9. **Changes to Qualification Statements** - No additions or changes to the original qualification statement will be allowed after submittal.
10. **Contract Requirements** – A formal agreement will be entered into with the Respondent. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award.
11. **Rights reserved to the Town** – The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.



BEACON FALLS, CT RFQ/RFP #20-2

12. **Withdrawal of Qualification Statements** – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
13. **Assigning, Transferring of Agreement** – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.
14. **Cost of Preparing Qualification/Proposal Statements** – The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. COMPLIANCE WITH LAWS

1. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973,



BEACON FALLS, CT RFQ/RFP #20-2

concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Connecticut's Prevailing Wage Law Provision. If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$1,000,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

4. Occupational Safety and Health Administration Requirements. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

5. Payment Bond/Performance Bond State Law Requirements. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.



BEACON FALLS, CT RFQ/RFP #20-2

6. State of Connecticut Contractor Prequalification Program. CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

7. Non-Resident Contractor 5% Tax For Contracts. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

8. Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.) For set-aside projects, the following provisions are required to be included in the bid documents:



BEACON FALLS, CT RFQ/RFP #20-2

“The contractor who is selected to perform this State project must comply with C.G.S. §4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of C.G.S. §4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and /or Disabled owned businesses.) The contractor must demonstrate a good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the CHRO. Forms and other requirements may be accessed on the CHRO website.

C. INSURANCE REQUIREMENTS

1. General Requirements.

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Beacon Falls.

The insurer shall provide the Town of Beacon Falls with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Beacon Falls written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the Respondent’s responsibility under this contract.

The Respondent, at the Respondent’s own cost and expense, shall procure and maintain all insurances required and shall include the Town of Beacon Falls as an Additional Insured on all such insurance, except Workers’ Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Beacon Falls’ status as additional insured. In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent’s insurance representative(s).

2. Specific Requirements.

a. Workers' Compensation Insurance. The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Million Dollars (\$1,000,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.



BEACON FALLS, CT RFQ/RFP #20-2

b. Commercial General Liability. With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Five Million Dollars (\$5,000,000.00); the Product/Completed Operations Aggregate shall not be less than Two Million Dollars (\$2,000,000). The Fire Damage Legal Liability shall be not less than One Hundred Thousand Dollars (\$100,000). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Beacon Falls. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

c. Automobile Liability. With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

d. Excess Liability Coverage. With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

e. Aggregate Limits. Any aggregate limits must be declared to and be approved by Town of Beacon Falls. It is agreed that the awarded Respondent shall notify the Town of Beacon Falls whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

f. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Beacon Falls. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

h. Professional Liability or Errors and Omissions Insurance. The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence/annual aggregate. The policy shall not have a deductible greater than Twenty Five Thousand Dollars (\$25,000.00). Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

g. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Beacon Falls by virtue of this promise to indemnify and hold the Town of Beacon Falls harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Beacon Falls for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.



BEACON FALLS, CT RFQ/RFP #20-2

A of Items A through H is provided below:

Commercial General Liability/ Umbrella/Excess Liability (Town of Beacon Falls added as additional insured):

Each Occurrence: \$1,000,000
Personal/Advertising Injury per Occurrence: \$1,000,000
General Aggregate: \$5,000,000
Product/Completed Operations Aggregate: \$2,000,000
Fire Damage Legal Liability: \$100,000

Automobile Liability (Town of Beacon Falls added as additional insured):

Each Accident: \$1,000,000
Hired/Non-owned Auto Liability: \$1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT
Employers Liability
Each Accident \$1,000,000
Disease-Policy Limit \$500,000
Disease-Each employee \$100,000

Professional Liability (where required)

Each Claim: \$1,000,000
Annual Aggregate \$1,000,000



VIII. AFFIDAVITS

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS RFQ/RFP #20-2 FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF LIQUID SEWAGE SLUDGE GENERATED FROM THE WATER POLLUTION CONTROL FACILITY

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
2. The contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;
3. No Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Beacon Falls, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof;
4. I have read the Beacon Falls' Ordinance Creating a Board and Code of Ethics, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Ordinance with respect to this bid.
5. I disclose here any executive, elected or appointed office I (or my subcontractors) hold in the government of the Town of Beacon Falls: _____; furthermore, I anticipate holding/seeking the following offices in the Town of Beacon Falls during the duration of the contract: _____.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Beacon Falls to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person



BEACON FALLS, CT RFQ/RFP #20-2

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Notary Public My Commission Expires _____ Date

**AFFIRMATIVE ACTION/EEO AFFIDAVIT
FOR: RFQ/RFP #20-2 FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF
LIQUID SEWAGE SLUDGE GENERATED FROM THE WATER POLLUTION CONTROL
FACILITY**

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF BEACON FALLS that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one)

_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Notary Public My Commission Expires _____ Date



IX. SUBMISSION CONFIRMATION

**RFQ/RFP #20-2 REQUEST FOR QUALIFICATIONS AND PROPOSALS
FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF LIQUID SEWAGE
SLUDGE GENERATED FROM THE WATER POLLUTION CONTROL FACILITY
RFQ/RFP DUE: Friday, September 27, 2019 at 10:30 a.m.**

**Board of Selectmen
Town of Beacon Falls
First Floor of Town Hall
10 Maple Avenue
Beacon Falls, CT 06403
Attention: Finance Department**

BIDDER

Company Name: _____
Address: _____

Telephone: _____ Fax: _____
E-mail: _____
Contact Person: _____ Title: _____

We submit for your consideration our proposal for FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF LIQUID SEWAGE SLUDGE GENERATED FROM THE WATER POLLUTION CONTROL FACILITY in the amount of \$ _____ dollars for the three-year term. Annual breakdown is provided in Fee Proposal.

We have read the RFQ/RFP documents and are submitting our proposal in full compliance with all terms and conditions except as noted below under "Exceptions." *We acknowledge receipt of all addendums to the bid documents and assume full responsibility to access those addendums from the Town website and/or DAS website, as applicable.*

We confirm that a bid bond is attached: YES ___ NO ___

We confirm that 3 references are attached: YES ___ NO ___ NOT AVAILABLE ___

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the requested Certificate of Insurance from the following company:
_____;

and

(ii) one original contract, in a form provided by the Town, executed by authorized officer of awarded Respondent.



BEACON FALLS, CT RFQ/RFP #20-2

We understand that the commencement of delivery is to be a maximum of (30) CALENDAR DAYS FROM CONTRACT AWARD. EXTENSION SUBJECT TO WRITTEN APPROVAL BY FIRST SELECTMAN OR HIS/HER DESIGNEE.

The undersigned declares that the signer of this proposal is one of the following:

- a) An INDIVIDUAL doing business as _____
- b) A PARTNERSHIP doing business as _____
- c) A CORPORATION entitled _____

The undersigned declares that it is subcontracting the following entity(ies) or enter "None": _____.

The undersigned authorized representative hereby submits the above proposal to the Town of Beacon Falls.

Name of Bidding Entity: _____

By: _____

Print Name and Title: _____

Duly authorized

Awarded Bidder(s) Only: Please see attached form "Professional Services Task Order".



X. PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the AGREEMENT FOR FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF LIQUID SEWAGE SLUDGE GENERATED FROM THE WATER POLLUTION CONTROL FACILITY BY AND BETWEEN _____ AND Town of Beacon Falls dated as of _____ (hereinafter referred to as the "Agreement"), TOWN hereby directs VENDOR to perform the transportation and disposal services specified in this Task Order in accordance with the Agreement.

1. Project Description:

Project Number: _____

Project Name: _____

Project Description: _____

2. Scope of Work:

The Scope of Work to be performed hereunder consists of _____ and is more fully described in the document entitled _____ dated _____ attached hereto as Exhibit A.

3. Time Schedule:

Contractor shall complete the work required by this Task Order on or before _____ or within _____ calendar days of the date of this Task Order first written above.

4. Compensation:

Contractor shall be paid for the proper performance of services described in this Task Order in an amount not to exceed _____ (\$ _____).

5. Special Conditions:

This Task Order is subject to the special provisions stated in Exhibit B, attached hereto and incorporated herein as if fully set forth herein.

6. Amendment: This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____



BEACON FALLS, CT RFQ/RFP #20-2

ISSUED AND AUTHORIZED BY:
TOWN OF BEACON FALLS

ACCEPTED AND AGREED TO BY:
CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



BEACON FALLS, CT RFQ/RFP #20-2

PROFESSIONAL SERVICES TASK ORDER EXHIBITS

Task Order Number: _____

Exhibit A: Scope of Work

Exhibit B: Special Conditions