

INVITATION TO BID

BID # 2022-18

WEST HAVEN GRASS CLIPPINGS COLLECTION AND DISPOSAL

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1. LEGAL NOTICE

**CITY OF WEST HAVEN
INVITATION TO BID**

**WEST HAVEN GRASS CLIPPING
COLLECTION AND DISPOSAL**

BID # 2022-20

The City of West Haven (here after referred to as the City) is soliciting a Request for Proposals for the collection and disposal of grass clippings.

Responses to this RFP shall be submitted to the City of West Haven's Finance Director's Office, due not later than Monday, June 27, 2022 at 2:00pm. All proposals must be clearly marked **RFP – WEST HAVEN GRASS CLIPPING COLLECTION AND DISPOSAL**. No oral, telephonic, emailed, or faxed responses shall be considered. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The City reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Any responses received after the above scheduled due date and time shall not be accepted or considered.

A mandatory pre-bid conference will take place at West Haven City Hall, Department of Public Works, 355 Main Street, West Haven, CT 06516 on June 22, 2022 at 1:00pm.

Respondents are required to submit the enclosed Bid Form by no later than June 27, 2022 at 2:00pm at West Haven City Hall, Office of the Finance Director, 3rd floor, 355 Main Street, West Haven, CT 06516, in a sealed envelope, clearly marked "ITB – WEST HAVEN GRASS CLIPPING COLLECTION AND DISPOSAL". Proposals received after this time and date will be rejected.

The City reserves the right to reject any or all proposals if it deems such to be in the best interest of the City of West Haven. Questions regarding the Request for Proposals should be directed to Rick Spreyer, Director of Procurement, by e-mail at rspreyer@westhaven-ct.gov.

Rick Spreyer
Director of Procurement

2. PROJECT OVERVIEW

The City is seeking qualified companies to collect and dispose of residential grass and lawn clippings starting week of July 4, 2022 continuing to August 31, 2022, with an additional option for 2023, beginning April 3, 2023 continuing through August 31, 2023. The collection frequency, disposal location, and any other service oriented details will be discussed in the Scope of Work portion of this ITB.

3. SCOPE

The City of West Haven is soliciting proposals for lawn trimmings collection and disposal to coincide with corresponding curbside waste/recycling pick up for each of the 10 districts in the City. Qualified firms will be required to supply all trucks and labor for this contract, and will be required to dispose of at the West Haven Compost site located at 1 Kimberly Ave, West Haven, CT 06516.

Qualified companies should be able to provide a minimum of 2 trucks per day (1 per District) with adequate labor per truck. The City prefers that qualified companies use rear-loading vehicles to accommodate appropriate volume of pick-ups. Estimated load amounts are not available at this time, as weekly pick-ups tend to vary.

Regular curbside waste/recycling pickups occur Monday-Friday and comprise of two of the ten districts in the city per day. A schedule of pick up by district and a map of each district will be made available at the mandatory pre-bid conference on June 22, 2022 at 1:00pm.

The City of West Haven requires that all lawn clippings be gathered in paper lawn/leaf bags to be eligible for pick up.

4. ITB TIMELINE

- ITB Published – June 16, 2022
- Pre-Bid Conference – June 22, 2022
- ITB Due Date – June 27, 2022

5. PERFORMANCE BOND

- A 100% performance bond will be delivered to the City of West Haven no later than five (5) business days after the award of the contract.

6. INSURANCE REQUIREMENTS

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “Contractor”) shall deliver to the City of West Haven (referred to hereinafter as the “Owner”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage’s and limits are in place:

1. **Commercial General Liability: Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverage’s.
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

2. **Business Auto / Commercial Auto Insurance – Minimum Limits required:**

- 1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

The Contractor's obligation to hold harmless, defend and indemnify the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, invitee, contractor or subcontractor of the Contractor.

**CITY OF WEST HAVEN
REQUEST FOR PROPOSAL**

**WEST HAVEN GRASS CLIPPING
COLLECTION AND DISPOSAL**

BID # 2022-20

BID FORM

Total Cost per month must include all fuel costs. No fuel surcharges will be allowed after bid is accepted.

Number of Trucks to be used daily (minimum 2) _____

Indicate if trucks are rear loading Yes ___ No ___

Number of workers per truck (including driver) _____

Total Cost per month \$ _____

Company Name _____ Contact _____

Address _____

Phone Number _____ Email _____

Signature _____ Date _____