

**Legal Notice**

TOWN OF BRANFORD  
REQUEST FOR PROPOSALS

**“STAFFING, OPERATION AND MAINTENANCE OF THE NEW  
SHORELINE REGIONAL SEWAGE PUMP-OUT BOAT”**

The Town of Branford is requesting proposals for the “Staffing, Operation and Maintenance of the Sewage Pump-Out Boat”. Specifications and scope of services may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town’s website at [www.branford-ct.gov](http://www.branford-ct.gov).

Proposals are to be submitted in a sealed envelope marked “**STAFFING, OPERATION AND MAINTENANCE OF THE SEWAGE PUMP-OUT BOAT**” to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **1:00PM., Friday, November 13, 2020**. Proposals received after this deadline will not be considered. Proposals will be publicly opened at **1:30PM at the Branford Community House, 1<sup>st</sup> Floor, 46 Church St Branford, CT 06405**. Face coverings are required in order to enter the building.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Tyechia Pettway  
Purchasing Clerk

## **Request For Proposals**

### **Introduction**

The Town of Branford is seeking proposals for the complete outsourcing of the staffing, operation and maintenance of the Shoreline Regional Sewage Pump-out Boat.

The Shoreline Regional Sewage Pump-Out Boat has been in operation for the past nineteen years and provides free of charge pump out services to cruising and live-aboard vessels. This service is provided within CT Shoreline waters from the City of New Haven to the City of West Haven. Throughout the years, the Shoreline Regional Pump-Out Boat service has allowed for the collection of over 300,000 gallons of sewage that may have otherwise polluted our local waters.

The Pump-out Boat is funded by the Clean Vessel Act (CVA) and funds are administered through the Connecticut Department of Energy and Environmental Protection (DEEP) and managed locally by the East Shore District Health Department. This will be a one-year contract that may be extended for two additional one-year terms upon mutual agreement, negotiation of terms and conditions, and availability of funding.

### **General Terms and Conditions**

#### **A. Compliance with Laws**

The individual submitting a proposal shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or performance of the contract.

#### **B. Timetable**

Price and terms quoted must be valid for **190** days. All performance dates must be included in the proposal.

#### **C. Consideration of Proposals**

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all proposals, or accept such proposals as shall in its judgment be to the best interest of the Town of Branford.

#### **D. Performance Bond-Not Required**

Individuals whose proposals are selected may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

**E. Protection of Work and Property**

Individuals whose proposals are selected shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

**F. Competency of Individuals Submitting Proposals**

1. Individuals submitting proposals shall have had proven experience in the field of work.
2. Individuals submitting proposals shall submit with their proposal a listing of recent work performed within the State of Connecticut of the size and type of the work being proposed.

**G. Proposal Requirements**

1. Each individual submitting a proposal shall return two (2) copies of the proposal sheet entitled "Bid Proposal." Each proposal must be signed by an authorized agent of the individual submitting the proposal.
2. Each individual submitting a proposal must complete and have notarized the "Non-Collusion Affidavit" form. This form must accompany all proposals being submitted.
3. Each individual submitting a proposal must be in good standing with the Town of Branford.
4. Successful individuals submitting proposals must obtain any required government approvals.

**H. Specifications – General**

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

**I. Examination of Site**

Prior to the submission of the proposal, the contractor shall visit the site, consult with the supervisor and become thoroughly familiar with all conditions under which the work will be performed. The contractor will be responsible for any assumptions made regarding the work to be performed.

## **Insurance Requirements**

The Sub-contractor, at his sole expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Sub-contractor, the Town of Branford, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Sub-contractor or anyone directly or indirectly employed by them. Certificates showing that all of the Sub-contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Branford before the term of the contract commences.

The Sub-contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Sub-contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverages are written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut.

The Town of Branford, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Sub-contractor; products and completed operations of the Sub-contractor; premises owned, occupied, or used by the Sub-contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Sub-contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Sub-contractor's insurance and shall not contribute with it.

### **SECTION A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY**

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Sub-contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Sub-contractor must provide evidence of this coverage. Longshoremen's Coverage is required. Should a Sub-contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any

other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. Sub-contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of Connecticut.

The Sub-contractor is responsible for ensuring that all of its sub-Sub-contractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- \$500,000 each - Bodily Injury
- \$500,000 disease- Policy Limit- Bodily Injury
- \$500,000 disease - Each Employee - Bodily Injury

## SECTION B. GENERAL LIABILITY

### B.1 OCCURRENCE POLICY GUIDELINES

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Sub-contractors, Broad Form Property Damage, and Personal Injury.)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$1,000,000
Medical Expenses (any one person)	\$10,000

Also "follow form" umbrella coverage over General Liability, Employer's Liability and Auto Liability in a minimum amount of \$5,000,000.

The Town requires that these aggregate limits be maintained by the Sub-contractor as required. It is the responsibility of the Sub-contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$1,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Sub-contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Branford reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

## B.2 CLAIMS-MADE COVERAGE GUIDELINES

General Liability- Written under commercial or comprehensive form including the following: (Premises/Operations, Products/Completed Operations, Contractual, Independent Sub-contractors, Broad Form Property Damage, and Personal Injury).

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits,
2. Advance of any retroactive dates,
3. Cancellation or non-renewal. Prior 60 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Branford is necessary and the Town retains the right to require that the extended reporting period be invoked by the Sub-contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Sub-contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Sub-contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under Section B.1 "Occurrence Policy Guidelines"

## B.3 OTHER COVERAGE

1. Pollution Liability- Pollution Liability Coverage of \$1,000,000 per occurrence shall be maintained by the Sub-contractor for activities associated with the operation of the vessel.
2. Marine Insurance-Sub-contractor shall maintain the following coverages at the Sub-contractor's expense:

Protection and Indemnity (P&I) Insurance, occurrence limit at \$1,000,000, with no exclusion for property damage caused by collision

Hull Insurance – Sub-contractor shall maintain Hull Insurance on the Town's boat equal to actual cash value

Sub-contractor is responsible for any deductibles associated with the P&L and Hull coverages

Town of Branford must be listed as Additional Insured

Umbrella Coverage must extend over P&L Coverage

### SECTION C. AUTOMOBILE LIABILITY

Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.

Combined Single Limit- Bodily Injury/Prop Damage	\$1,000,000
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Also “follow form” umbrella coverage over General Liability, Employer’s Liability and Auto Liability in a minimum amount of \$5,000,000.

## **Scope of Services**

- Provide and maintain a high-quality, customer friendly pump-out service to vessels in the defined service area.
- Provide adequate trained staffing coverage during defined days and hours of operation.
- Properly maintain pump-out vessel and equipment.
- Enhance the service through observation of existing programming. Provide suggestions to maintain and improve services to consumers. Educate boaters to encourage/promote/increase the utilization of the service.
- Communicate with contractor and boaters in event of need to suspend services for any reason.
- Answers any phone calls, emails, or requests within a timely manner (within the designated work day, unless specified as an emergency, which would require an immediate response). Ensures that the voicemail box of the pump out number is listened to on a regular basis and that it is never full.
- Use of an online scheduling service will be required. “Pumpout.me” is the online scheduling service currently being utilized and will need to continue or an equivalent substitute must be implemented.
- Monthly progress reports will be required and meetings with the Pump-out Boat advisory board will also be required.
- Monthly report to include a detailed pump out log that provides a total number of galls pumped that month, breakdown of each town/marina served, and individual boat identity.

## **Contractor Responsibilities**

Manage the overall operation of the Shoreline Regional Sewage Pump-out Boat service including providing properly trained and certified staff, maintaining the vessel and related equipment, maintenance of service records and routine reporting to program manager. Monthly reports will be submitted no later than the 15<sup>th</sup> of the month.

Prepare and adhere to Operating Policy Manual (to be provided).

## **Period of Vessel Operation**

Year 1 (April 1, 2021 through November 30, 2021)

Year 2 (April 1, 2022 through November 30, 2022)

Year 3 (April 1, 2023 through November 30, 2023)

Hours of operation:

Friday 12-7 p.m.

Saturday-Sunday 9 a.m-7 p.m.

Monday 9 a.m.-3 p.m.

\*Hours of operation can vary based on final contract, boater needs, weather conditions and unforeseen circumstances.



\*Crew should report to slip half hour prior to the start of operations in order to ensure vessel cleanliness, proper stock of supplies on hand, all equipment available and in working order. An additional half hour should be anticipated upon return to the slip to clean and restock and complete all required forms and documentation.

**Anticipated RFP Schedule**

**RFP Issued:** 10/26/2020

**RFP Due Date:** 11/13/2020

**RFP Approval/Acceptance:** 11/18/2020

**PLEASE submit all questions regarding the proposal in writing to:**

Michael Pascucilla, Director of Health

info@esdhd.org

**Contract Terms:**

In addition, the term of this agreement may be extended for two additional one-year terms upon mutual agreement, negotiation of terms and conditions including cost for services. Extensions are also contingent upon the availability of funding.

**TOWN OF BRANFORD**  
**Bid Proposal Sheet**

**Bid Proposal for: Staffing, Operation and Maintenance of the Shoreline  
Regional Sewage Pump-Out Boat**

**In accordance with the instruction to bidders and specifications.**

We hereby propose to provide Staffing, Operations and Maintenance required by the contract documents as follows:

**TOTAL PRICE:**

**YEAR 1** (April 1, 2021 through November 30, 2021) \_\_\_\_\_

**YEAR 2** (April 1, 2022 through November 30, 2022) \_\_\_\_\_  
\*Subject to negotiation based on CT DEEP grant funding

**YEAR 3** (April 1, 2023 through November 30, 2023) \_\_\_\_\_  
\*Subject to negotiation based on CT DEEP grant funding

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Contact Person & Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**BID BOND REQUIRED                      NO**  
**PERFORMANCE BOND REQUIRED      NO**

NON-COLLUSION AFFIDAVIT

State of: \_\_\_\_\_

County of: \_\_\_\_\_, SS)

\_\_\_\_\_ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of \_\_\_\_\_ , the Bidder that has submitted the attached Proposal:
- 2) S/he is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal:
- 3) Such Proposal is genuine and is not a collusive or sham Proposal:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, 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 Proposal in connection with the Contract for which the attached Proposal 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 Proposal or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ .

Notary Public: \_\_\_\_\_

My Commission expires \_\_\_\_\_ , 20 \_\_\_\_\_ .