

GREATER HARTFORD TRANSIT DISTRICT REQUEST FOR QUOTES WASTE MANAGEMENT SERVICES RFQ #06-021

LOCATION:

Greater Hartford Transit District

Union Station Transportation Center Complex

One Union Place Hartford, CT 06103

The Greater Hartford Transit District "the District" is soliciting responses through this Request for Quotes ("RFQ") from firms interested and capable of entering into an agreement to provide commercial-industrial refuse and recycling services for the Union Station Transportation Center Complex located at One Union Place, Hartford, CT 06103.

Price quotations shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. on Wednesday, February 10, 2021.** Quotations received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any or all proposals as submitted in response to this Request for Quotes and to waive informalities and irregularities, as it deems in its best interest.

Any questions regarding this Request for Quotes should be directed to LaShaunda Drake at 860.380.2012 or ldrake@ghtd.org.

SCOPE OF WORK:

The term of the agreement for this contracted service is two (2) years (April 1, 2021-March 31, 2023). The District reserves the right to extend the contract for an additional three (3) one (1) year increments for a total of five (5) years.

Service Specifications:

The District currently has the following service plan:

Quantity	Size	Description	Schedule	Price
1	17 yard	Compactor Rental/Trash		per mo.
1	17 yard	Compactor Haul Charge/Trash	on call	per haul
1	17 yard	Disposal Fee/Trash		per ton
1	8 yard	Cardboard Service & Rental	weekly	per mo.

Equipment shall be maintained by Contractor throughout the contract period in a condition satisfactory to the Greater Hartford Transit District. The interior of each piece of equipment and the areas behind, and around the base of each container shall be maintained in a clean and orderly manner by Contractor. Equipment shall present a neat, clean, and sanitary appearance.

Required insurance coverage information is outlined in Exhibit A. Exhibit B lists the Standard Terms and Conditions for the resulting agreement.

Any items omitted from this specification which are clearly necessary for the successful completion of the required services shall be considered a portion of the services although not directly named in these specifications.

FORMAT OF QUOTE:

The RFQ submission shall include the following information:

- 1. Completed General Information Form (Exhibit C).
- At least three references. References must include name of reference, contact
 person, telephone number, and description of contract work. Use attached
 reference form (Exhibit D) for this purpose. The Contractor must have experience
 in the provision of hauling and recycling service and demonstrate it has the ability
 to fulfill the obligations of this contract.
- 3. A completed Cost Proposal Form (Exhibit E)
- 4. A completed Certification of Eligibility (Exhibit F).

Quotes and all required information shall be submitted no later than 2:30 p.m. on Wednesday, February 10, 2021. Responses may be emailed. The Response shall be marked:

Waste Management Services: RFQ #06-021.

Attention:

LaShaunda Drake Procurement and Contract Coordinator Greater Hartford Transit District One Union Place Hartford, CT 06103

For questions or concerns please contact LaShaunda Drake at: ldrake@ghtd.org
860.380.2012
860.549.3879 Fax

INSURANCE REQUIREMENTS

<u>Indemnification and Insurance</u> Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

Commercial General Liability The Contractor shall carry Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

<u>Workers' Compensation Insurance</u> With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

Business Automobile Insurance Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

Certificate of Insurance All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional

EXHIBIT A

insured (except the workers' compensation and Professional Liability insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. With the exception of Professional Liability Insurance, each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees) arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from the negligent acts or omissions, breach or failure to perform under the Contract or the violation of any applicable law or regulation, by Contractor, Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Parties). indemnity obligation shall not be in derogation or limitation of any other obligation or

EXHIBIT A

liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

To the extent the foregoing Indemnity applies to any violation of federal, state or local laws, ordinances or regulations, Contractor shall do and perform all work necessary to correct such violation.

EXHIBIT B STANDARD TERMS AND CONDITIONS

- 1. Acceptance. Commencement of performance by the Contractor pursuant to this Purchase Order constitutes acceptance by Contractor of these Terms and Conditions. If this Purchase Order is issued pursuant to a contract between the District and Contractor, in the event of any conflict between these terms and conditions and such contract, the terms and conditions of such contract shall control. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the District, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract.
- 2. Payments and Compensation. The Contractor shall only be compensated for performance delivered and accepted by the District in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation. All invoices against a District purchase order must be rendered in duplicate and must indicate District's purchase order number and must be itemized. The District's terms of payment are Net 30 days, however, the District retains the right to obtain discounts for early payment, whenever possible.
- 3. Prices. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs. Freight prepaid (Delivered) unless otherwise specified.
- 4. Contract Termination or Suspension. The District may terminate a Contract without cause and without penalty with a thirty (30) day written notice or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purpose of a Contract. The District may terminate a Contract without liability for damages or otherwise, in the event that Contractor becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed to declare Contractor bankery or notwithstanding the provisions thereof headed "Delivery", if delivery is not made within the time specified or within a reasonable time if no time is specified, or if the quantity of the articles delivered hereunder is not as specified.
- **5. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract.
- **6. Subcontracting By Contractor.** Any subcontract entered into by the Contractor shall be consistent with and subject to the provisions of these Terms. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability hereunder.
- 7. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the District, its agents, officers and employees against all claims, liabilities and costs for any personal injury or property damages, patent, or copyright infringements or other damages that the District may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the District.
- 8. No Obligation of the Federal Government. The Contractor and District acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.
- 9. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, if may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §the Government reserves the right to impose the penalties of 49 USC §1001 and 49 USC §5307(n)1 on the Contractor, to the extent the Federal Government deems appropriate.
- 10. Access to Records. The Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations excerpts and transcriptions and agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 11. Ship To. To ensure that delivery is made to the correct location, please address shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number and delivery address as indicated on this order. Itemized packing slips, giving correct Purchase Order number, accompanied by original bill of lading and stating clearly terms of delivery must accompany each shipment.
- 12. Delivery. Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities specified. Not withstanding the foregoing, Contractor shall not be liable for any delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying the District of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of the sub-contractor or supplier, such default arises out of causes beyond the control of both Contractor and sub-contractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the sub-contractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- 13. Inspection of Goods. The District shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to

- Contractor at Contractor's expense. Rejected services will be re-worked and all costs associated with the re-work will be charges to Contractor.
- 14. Substitution of Goods. Goods not in conformance with this contract will not be accepted. The District must approve any substitution of non-conforming goods prior to shipment (in writing). Contractor shall provide material exactly as specified, provided that where name brand is specified a District approved equal will be accepted where such equal is shown by Contractor to be the equivalent of the items specified. The District at its sole discretion shall determine what constitutes a District approved equal.
- 15. Insurance. The Contractor agrees that while performing services specified in this Purchase Order he/she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the District from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the District prior to the performance of services
- 16. Contractor's Warranty. Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state, and local statutes, and rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased. All services supplied by Contractor to District shall be performed in a professional manner and free from error. These warranties shall survive inspection, delivery, acceptance or payment by the District of such goods and/or services.
- 17. Default. In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the District rightfully rejects the goods or services or revokes acceptance, the District may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, District, at its option, may be relieved of any duty to accept said items as are subsequently delivered pursuant to this contract.
- 18. Policy on Disadvantaged Business Enterprise Program. The District is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.
- 19. Non-discrimination in Hiring and Employment. The Contractor agrees to comply with all Federal and State statues, rules and regulations prohibiting discrimination in hiring and employment.
- 20. Choice of Law. This Contract shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Contract shall be deemed to have been made in Hartford, Connecticut. The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Contract to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Contract), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenience or otherwise.
- 21. Returns and Taxes. Each Contractor must certify under penalties of perjury that they have filed all state returns and paid all state taxes as required by law.
- 22. Liquidated Damages. If Contractor does not meet its specified delivery time, not-withstanding the provision thereof headed "Delivery", Contractor agrees to compensate the District as liquidated damages, an amount equal to the difference between Contractor's price and the price of a substitute, selected at the District's sole discretion, from alternate source for each unit purchased by the District, not to exceed total quantity specified by this contract, during the period(s) Contractor is unable to deliver material.
- 23. Suspension & Debarment. The Contractor certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- 24. Incorporation of Federal Transit Administration (FTA) Terms The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause the District to be in violation of the FTA terms and conditions.
- 25. Federal Changes. Proposer shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the District and the FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- 26. Executive Orders. This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 promulgated April 17, 2006, concerning the utilization of environmentally and health-friendly cleaning and/or sanitizing products when practicable. Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, 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 this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: https://www.dos.state.ct.us/Purchase/Info/Executive Orders.pdf
- **27. Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

General Information Form

EXHIBIT D

REFERENCES

List at least three references for similar sized contracts. References must include name of reference, contact person, telephone number, and description of contract work. Attach additional sheets as needed.

1.	Name:
	Contact Person:
	Telephone number:
	Brief Description of work:
•	NT.
2.	Name:
	Contact Person:
	Telephone number:
	Brief Description of work:
3.	Name:
	Contact Person:
	Telephone number:
	Brief Description of work:

EXHIBIT E COST PROPOSAL FORM

Quantity	Size	Description	Schedule	Price
		April 1, 2021 through Mar	ch 31, 2022	
1	17 yard	Compactor Rental/Trash		\$per mo.
1	17 yard	Compactor Haul Charge/Trash	on call	\$per haul
1	17 yard	Disposal Fee/Trash		\$per ton
1	8 yard	Cardboard Service & Rental	weekly	\$per mo.
		April 1, 2022 through Mar	ch 31, 2023	
1	17 yard	Compactor Rental/Trash		\$per mo.
1	17 yard	Compactor Haul Charge/Trash	on call	\$per haul
1	17 yard	Disposal Fee/Trash		\$per ton
1	8 yard	Cardboard Service & Rental	weekly	\$per mo.
		April 1, 2023 through Mar	ch 31, 2024	
1	17 yard	Compactor Rental/Trash		\$per mo.
1	17 yard	Compactor Haul Charge/Trash	on call	\$per haul
1	17 yard	Disposal Fee/Trash		\$per ton
1	8 yard	Cardboard Service & Rental	weekly	\$per mo.
		April 1, 2024 through Mar	ch 31, 2025	
1	17 yard	Compactor Rental/Trash		\$per mo.
1	17 yard	Compactor Haul Charge/Trash	on call	\$per haul
1	17 yard	Disposal Fee/Trash		\$per ton
1	8 yard	Cardboard Service & Rental	weekly	\$per mo.
		April 1, 2025 through Ma	arch 2026	
1	17 yard	Compactor Rental/Trash		\$per mo.
1	17 yard	Compactor Haul Charge/Trash	on call	\$per haul
1	17 yard	Disposal Fee/Trash		\$per ton
1	8 yard	Cardboard Service & Rental	weekly	\$per mo.
Company I	Name		Date	

Company Name	Date
Name of Authorized Official	Signature of Authorized Official

EXHIBIT F CERTIFICATION OF ELIGIBILITY

hereby certifies that neither
(Name of Proposer) it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers List.
Signature:
Firm:
The Proposer certifies to the best of its knowledge and belief that it and its principals
Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency.
Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statement, or receiving stolen property.
Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.
(Check One)
I DO CERTIFYI DO NOT CERTIFY
SIGNATURE:
TITLE:
DATE: / /