



HARTFORD PUBLIC WORKS DEPARTMENT

173 AIRPORT ROAD, WHITE RIVER JUNCTION, VT 05001 • (802) 295-3622 • FAX 802-281-7051

REQUEST FOR BIDS

Wastewater Collection Line Cleaning, TV Inspection and Inspection Reporting

at

Hartford & Quechee Wastewater Collection Systems
Town of Hartford, Vermont

HVT DPW RFP No. 2021-02

May 12, 2021

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SECTION 1 – BID INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT: Please direct all communications regarding the RFP Process to:

Hartford Department of Public Works
**HVT DPW RFP No. 2021-02 – Wastewater Collection Line Cleaning,
TV Inspection and Inspection Reporting**
c/o Christopher Holzwarth, Project Manager
173 Airport Road
White River Junction, VT 05001
Telephone: (802) 295-3622
Fax: (802) 295-7051
E-Mail: cholzwarth@hartford-vt.org

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the Town and posted on the Town's web site by the date listed in Section 1.02. Changes to this RFP will be made only by formal written correspondence issued by the Town.

A copy of this bid and any additional documentation may be found at the Town of Hartford's website at: <https://www.hartford-vt.org/bids.aspx>

1.02 RFP SCHEDULE: The following is the anticipated schedule for the RFP Process.

Issue RFP:	May 12, 2021
Notify Town of Intent to Attend Pre-Bid Meeting	No Pre-Bid Meeting is planned.
Pre-Bid Meeting:	No Pre-Bid Meeting is planned.
Site Visit:	No Site Visit is planned.
Last Day to Submit Questions:	4:00 PM local E.S.T. on Wednesday May 26 th , 2021.
Written Responses to Questions:	End of Wednesday May 2 nd , 2021.
Due Date for Bids:	2:30 PM E.S.T. on Wednesday June 9 th , 2021.
Selection	T.B.D.
Contract Negotiations	T.B.D.
Contract Approval	T.B.D.

1.03 PRE-BID MEETING: The Town will not conduct a pre-bid meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-bid meeting is to discuss the bid and project in general terms. Questions should be submitted in writing with written responses prepared by the Town and posted on the Town's web site by the date listed in Section 1.02. Written responses will be prepared by the Town and posted on the Town's web site by the date listed in Section 1.02.

1.04 SITE VISIT: Contractors can conduct their own site visit within the public right of ways and submit any questions in writing. Written responses will be prepared by the Town and posted on the Town's web site by the date listed in Section 1.02.

1.05 SUBMITTING A BID: Each Contractor seeking consideration for performance of services related to the project must submit a Bid. Proposers are to submit one original copy signed by an officer authorized to bind the company, one hard copy, and one digital copy in the Adobe PDF format.

The original and hard copy shall be sealed, properly addressed with the name of the Contractor and sent to;

Hartford Department of Public Works
**HVT DPW RFP No. 2021-02 – Wastewater Collection Line Cleaning,
TV Inspection and Inspection Reporting**
c/o Lana Livingston, Town Manager's Administrative Assistant
171 Bridge Street
White River Junction, VT 05001

The digital copy shall be electronically transmitted as an attachment via email to the below recipients. We strongly encourage bidders to utilize a read receipt when submitting their bids.

- Hannah Tyler, Director of Public Works, htyler@hartford-vt.org
- Christopher Holzwarth, Public Works Project Manager, cholzwarth@hartford-vt.org

Sealed bids must be received at the above address by the date/time indicated in Section 1.02 (RFP Schedule) for public opening in the Town Manager's office or method listed in Section 1.06 (Special Covid-19 Bid Opening Procedures) if needed. Bids received after the scheduled date/time will be rejected. All supporting materials and documentation must be included with the bid. The responsibility of timely delivery lies solely with the proposer. Faxed bids are not acceptable.

The Town reserves the right to reject any and all bids, to waive any irregularities in a bid, or to accept the bid(s) which in the judgment of proper officials is in the best interest of the Town. The Town reserves the right to accept a part or parts of a bid unless otherwise restricted in the RFP or issue subsequent Requests for Bid. The Town reserves the right to approve or reject any sub-Contractors proposed for work under this bid or waive any minor irregularities

The Town reserves the right to select the successful proposer on the basis of bids received, without seeking further information for clarification from proposers. Upon review of bids, the Town may designate the most qualified bids as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the Town. The Town shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The Town does not guarantee that any contract will be awarded as a result of this RFP. In the event a contract award is made but the contract is not executed, the Town does not guarantee that the contract will be re-awarded.

1.06 SPECIAL COVID-19 BID OPENING PROCEDURES: The Town of Hartford's goal is to maintain a fair and transparent bidding practice while also remaining responsive to the evolving Covid-19 safety mandates and recommendations. In the event a public meeting at the Town Manager's office is not feasible, bids will be announced by the Town Manager via a live broadcast online format where the Town Manager will read the bids on a live broadcast at 2:30 PM on June 9th, 2021. A bid tabulation will be developed within two business days and released to bidders.

The platform and access link will be posted to the town's website at <https://www.hartford-vt.org/bids.aspx> as an addendum along with the answers to any written question by 4:00 PM June 2nd, 2021.

1.07 REQUIRED BID CONTENTS: All brochures and supplemental documentation shall be included with the original and all copies. If not, the bid may be considered as non-responsive. Contractor are required to submit the following information in their bid:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the bid. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter of Transmittal must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information on the forms within Exhibit A;
 - o **Location** - The street address of the proposer's company headquarters.
 - o **Local Office of Proposer** - Provide the location of the proposer's office nearest to Hartford, Vermont. Include the local office, a contact name, address, telephone, and fax numbers.
 - o **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - o **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - o **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the Town of Hartford or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the Town's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. The information must be provided on the form provided in Exhibit A.
- **Bid Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the Town Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the Town's RFP are to be identified and failure to do so shall make the bid non-responsive.
- **References:** Provide a list of references on the form provided as Exhibit B. The Town is particularly interested in contacting your governmental clients in the state of Vermont.

- **Bid Submittal Form:** The proposer shall provide a Bid Submittal Form with a fixed cost for each task identified within the scope of work. The Bid Submittal Form must be on the form provided as Exhibit C.

1.08 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Late bids.
- Incomplete or non-responsive bid.

1.09 CRITERIA: The selection committee will evaluate each bid submitted based on the criteria identified on page 6. After receipt and review of the written bid, the Town may elect to have the bid presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the Town prior to this RFP will be considered in the Evaluation process of this RFP. The evaluation team may or may not have prior knowledge of any discussions and processes. Evaluation will be completed on the information submitted in bid only.

Evaluation Criteria		
Item	Description	Percentage Possible
1	Cost	50%
2	Prior Experience and past record of performance	20%
3	Availability of workforce and equipment	20%
4	References	5%
5	Any other criteria determined appropriate by the Town	5%
Total Points		100%

1.10 MISCELLANEOUS ITEMS:

All Contractors submitting a bid will be notified, upon final determination by the Town of the Contractor selected to perform the requested work.

All work and materials used in all task shall be completed in accordance with all applicable Town, State and Federal Ordinances, Rules, Regulations, and Specifications, and reasonable scheduling established by the Town.

SECTION 2 – SCOPE OF PROJECT

2.01 PROJECT DESCRIPTION

- (2.01.1) The work to be done under this specification includes all labor, material, and equipment for the purpose of cleaning, TV inspection, and inspection reporting on identified wastewater collection lines, unless specified otherwise in this document.
- (2.01.2) The Hartford Wastewater System includes approximately 50,000 linear feet of 6, 8, 10, & 12-inch diameter collection lines with all manholes accessible from hard surfaces.

- (2.01.3) The Quechee Wastewater System includes approximately 90,000 linear feet of 6, 8, & 10-inch diameter collection lines with 40% of the manholes accessible from hard surfaces. The remaining 60% are evenly divided between cross country runs and unpaved roadways
- (2.01.4) The cleaning portion of this project is to be approximately 20% of the total linear footage contained in each system's collection lines. (10,000 linear feet of the Hartford Wastewater System and 18,000 linear feet of the Quechee Wastewater System.)
- (2.01.5) The TV inspection and inspection reports portion of this project is to verify the results of approximately 10% of the lines cleaned. (1,000 linear feet of the Hartford Wastewater System and 1,800 linear feet of the Quechee Wastewater System.)

2.02 Project Plans

- (2.02.1) The Department of Public Works will provide maps or prints for the lines to be cleaned and inspected. These lines will be highlighted to identify them as part of each individual project.
- (2.02.2) The Department of Public Works will provide reference numbers for all manholes on the maps or prints for the purpose of identifying them on video and video inspection reports.

2.03 Scheduling and Execution of Work

- (2.03.1) The project performance period is from July 1, 2021 and must be finished no later than October 15, 2021
- (2.03.2) The Department of Public Works will issue the Contractor a notice to proceed after the submittal of satisfactory insurance and safety documents as specified in sections 7 and 8.
- (2.03.3) The Department of Public Works and the Contractor will establish a schedule that identifies the project itinerary that is mutually beneficial to both parties within the agreed upon performance period.
- (2.03.4) Reasonable allowances, as mutually agreed upon by both the Department of Public Works and the Contractor, for weather and other occurrences outside of either party's control, will be reason to deviate from schedule and/or to extend the performance period.
- (2.03.5) The Contractor will begin work as soon as possible after notice to proceed is received from the Department of Public Works.
- (2.03.6) The Contractor will perform all cleaning operations prior to TV inspection.
- (2.03.7) Within 3 weeks of the completion of cleaning of the wastewater collection lines, the Contractor will TV inspect the wastewater collection lines as identified by the Department of Public Works.

2.04 Work and Materials Provided by the Client

The Department of Public Works will provide the following at no cost to the Contractor

- (2.04.1) Public Notification that this project is scheduled with the Contractor.
- (2.04.2) Instructions regarding how to respond to residents who approach the Contractor during this project.
- (2.04.3) Provide a history of the wastewater mains and any known problems with these mains to the Contractor.
- (2.04.4) Access to manholes included in the project area, to include buried and seized manhole lids

- (2.04.5) A point of contact between the Department of Public Works and the Contractor during the duration of the project.
- (2.04.6) Water for cleaning sewer and access to nearest fire hydrants coordinated with the Fire Department.
- (2.04.7) A secure storage area to accommodate the Contractor's equipment, vehicles and materials.
- (2.04.8) A location where debris, removed from the sewer cleaning operation, can be deposited.
- (2.04.9) Disposal of debris removed from the sewer cleaning process.
- (2.04.10) Sewer flow by-pass pumping should sewer flows not allow proper televising or cleaning.
- (2.04.11) Damage cleanup expenses from water entering buildings during sewer cleaning assuming that the damage is the result of system inadequacy, condition, or design. This does not pertain to the Contractor improperly following industry standards and normal processes for sewer cleaning.
- (2.04.12) Any excavation, opening, back filling, and/or repair of sewers, and/or streets that may be required to remove the Contractor's equipment caught in the sewer pipe due to sewer defects.

2.05 Work and Materials Provided by the Contractor

Sewer cleaning:

- (2.05.1) Traffic control in addition to the Contractor's truck warning lights and traffic cones, as needed or required to insure a safe work zone.
- (2.05.2) Precautions shall be taken during sewer cleaning when using hydraulically propelled cleaning tools or tools which retard the flow in the sewer line to insure the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressures for hydraulic cleaning devices.
- (2.05.3) Cleaning of the sewers shall be done with removing any grit, loose solids, or grease. The sewer will be cleaned leaving no more debris than 5% of the pipe diameter of these types of debris. This does not include the removal of hard deposits such as minerals and cast iron scale.
- (2.05.4) Removal of tree roots if required will be done after the initial cleaning. Tree roots will be removed by setting up at the nearest downstream manhole. After the tree roots are removed, a final video inspection will be performed upon request. The fee for the final video inspection, if requested, will be at the quoted price per foot for video inspection services.
- (2.05.5) Tap trimming (protruding service connections) will be done after the initial cleaning and inspection. All taps protruding 2" or more into the sewer will be trimmed within ½" of the pipe wall. After the taps are trimmed, a final video inspection will be performed. The fee for the final video inspection will be included in the price for tap trimming.
- (2.05.6) The cleaning equipment will be truck mounted combination water jet/vacuum unit(s).
- (2.05.7) Water jet performance of minimum of 80 gallons per minute at 2,000 PSI.
- (2.05.8) Unit(s) will be equipped with a minimum of 500' of 1" internal diameter sewer cleaning hose with working pressure ratings to match the rating of the water pressure.
- (2.05.9) Nozzles used in the cleaning process will accommodate the full flow rating of water jet and will be of proper choice for cleaning application, including rotating nozzle for grease removal.

- (2.05.10) Prior to the sewer cleaning operation, the Client and Contractor will agree on a sewer cleaning sequence. In general, the sewer cleaning process will proceed from the upper ends of each sewer basin to the lower ends.
- (2.05.11) Multiple passes with the water jet will be made to flush the debris to the manhole where jet/vac unit is positioned.
- (2.05.12) Sewers will be cleaned by introducing the water jet into the sewer line facing against the sewer flow and retrieving the water jet under pressure with the sewer flow.
- (2.05.13) A handheld control gun will be used to thoroughly clean manholes from grade level.
- (2.05.14) Debris will be removed by vacuum to prevent workers from entering manholes. The Contractor will collect and transport all debris removed during the sewer cleaning operation.
- (2.05.15) Vacuum system performance will be at least 4,000 CFM and 16" Hg vacuum pressure to ensure all debris can be efficiently removed from sewer without a worker entering the manhole.

Sewer Cleaning Reporting:

- (2.05.16) A written report recording observation data will be included with sewer cleaning project. The report will include the following information: Location, manhole number from and to, type of sewer, size of sewer, length of sewer section cleaned, condition of sewer, and observation of type of debris noticed from manhole.
- (2.05.17) The condition level will classify the severity of the observation noticed. A numbering system of 0 through 4 will be used with 0 being trace amounts of debris to 4 being severe amounts of debris. Each condition level will also be color-coded and each row entry will be colored accordingly to make the sewer cleaning report easy to read and interpret. A legend will also be included with the report that describes in detail examples of each level of classification.
- (2.05.18) The report will be submitted in either Microsoft Excel or Word format. In addition to a printed copy of the sewer cleaning report, an electronic file will be provided. Contractor to submit proposed report format with bid documents.

Sewer Inspection:

- (2.05.19) The Contractor will perform closed circuit video inspection of approximately 10% of randomly selected sewers footage using current state-of-the-art technology and trained employees.
- (2.05.20) The Client will provide the Contractor with the random footage of sewers to be inspected.
- (2.05.21) CCTV camera will be high-resolution color with adjustable iris focus.
- (2.05.22) A tractor drive will be available to transport the video camera for inspecting dead end sewers and other situations where manhole access at both ends of sewer may not be available.
- (2.05.23) Video camera will be equipped with 1500' of video cable. Lighting on video camera will be suitable to allow proper illumination and a clear video image of the entire periphery of the pipe.
- (2.05.24) The camera will be operative in 100% humidity conditions.
- (2.05.25) The camera, television monitor, and other components of the video system will produce a high quality video image.

- (2.05.26) Footage distance measured by video system will be accurate within 1% and will be used to determine footages for reporting and payment. The centerline between manholes will be the reference points used to determine footage measurements
- (2.05.27) Video inspection will not exceed a traverse rate of 30 feet per minute so that sewer line can later be thoroughly examined by the Client while viewing videos.

Sewer Inspection Reporting

- (2.05.28) Audio reporting will be avoided to prevent inconsistent operator subjectivity. All observations will be chosen from a standard table of descriptions incorporated in the video reporting software. The same defect and observation description tables will be used on all future project reports.
- (2.05.29) All observations and defects will be recorded in paper reports and video media.
- (2.05.30) The Contractor will make a color recording on a portable flash drive of all sewers inspected and will also provide a paper report generated by the video inspection software. The video recording will include on-screen observation identifications that label continuous footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. Video inspections recorded on the portable flash drive shall be indexed for faster viewing by the Client. Video files must be in a current and acceptable format such as mpeg, mpeg2, or mpeg4. The written report will be a mirror image of all observations and information recorded. The video inspection equipment shall be integrated with a computer/program to eliminate errors from separate processes.
- (2.05.31) All defects and observations will be described with a standard table of descriptions so that there is no variation caused by operator subjectivity.
- (2.05.32) The Contractor will provide a printed legend of defect classifications that identifies a rating system for defect observations and their severity. The defect rating system will have prior approval of the Client so those defects are labeled as per the Clients preferences.
- (2.05.33) The legend of defect classifications will be attached to each and every written report for easy evaluation.
- (2.05.34) The severity of each defect or observation must be recorded and rated according to the legend of classification published by the Contractor.
- (2.05.35) Upon Client's request, the Contractor will provide statistical analysis reports generated by the reporting software. The reports will be a condensed summary of various levels of defects as requested by the Client.
- (2.05.36) Printed reports must have true-to-scale drawings of all sewer defect and observation locations. These drawings will be computer generated with the use of the video inspection reporting system software.
- (2.05.37) Digital photographs will be made of all significant sewer defect observations and will be printed and attached to report. These photographs will be computer generated with the use of the inspection reporting system software with reference numbers of photos.
- (2.05.38) For each manhole inspected, one computer generated report sheet will be provided and attached in sequence with the pipeline video inspection report, including the following information recorded: identification number, date, name of city, street location, manhole type, depth from frame to invert, frame opening dimension, condition of lid, condition of lid frame, condition of

neck, condition of duct, condition of steps, condition of invert, and whether or not infiltration is visible. A computer-generated drawing will be on the same report sheet that illustrates the size and location of each pipe exit and entrance. A spreadsheet on the same report sheet will list all information included in the drawing, the direction of flow entering and exiting the manhole, the type of all pipe, and all pipe sizes that are connected to the manhole.

- (2.05.39) All inspection reports and videos will be prepared and delivered to the Client no later than the last date of the performance period.
- (2.05.40) The inspection report and video clips of all high-level defects that can be replayed will be recorded on a portable flash drive. The portable flash drive shall be compatible with Microsoft Windows 7-10 and delivered to the Client within ten (10) calendar days of the last day of the performance period.

Inspection Reversals

- (2.05.41) A reversal is defined as any situation during the inspection that prevents the inspection camera from passing. Examples could include such things as protruding service connections, off sets, severe roots, etc.
- (2.05.42) The Contractor will perform a reversal and access the opposite manhole of the inspection segment and finish inspecting the remaining portion of the segment in the opposite direction anytime a reversal condition is encountered.
- (2.05.43) Each reversal will be a flat rate charge in addition to other prices quoted.

2.06 Safety

- (2.06.1) The Contractor will obey all OSHA regulations, with special attention to strictly adhering to Confined Space Entry standard CFR 1910.146, in the event any manholes or other potentially threatening confined spaces are entered by the Contractor's employees.
- (2.06.2) The Contractor's employees will be 10 hour OSHA trained and certified.
- (2.06.3) The Contractor's will have a comprehensive written Safety Policy. All Contractors employees will be trained in accordance to Contractor's Safety Policy.
- (2.06.4) The contractor's employee safety training and safety policies will be submitted to the Client prior to the start of the project.

2.07 Pricing Structure. Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date.

The fee bid and cost structure should be submitted to include the following:

1. Provide a separate Bid Fee Form with unit pricing of identified task for each wastewater systems .
2. Insure that your bid has sufficient manpower to achieve the goals for the project.
3. Identify any or all other fees or charges.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION: All items purchased under this contract will be exempt from the State of Vermont Sales Tax as provided for in 32 V.S.A. § 9701(5); § 9743(1)-(3). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Finance Division.

3.02 PROPOSER AFFIDAVIT: If the successful proposer should be a corporation not incorporated under the laws of the State of Vermont, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Vermont shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROPOSER'S FINANCIAL OBLIGATION TO THE TOWN: No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the Town, or that is a defaulter of surety or otherwise upon any obligation to the Town, or has failed to perform faithfully any previous contract with the Town.

3.04 PROPOSER'S INCURRED COSTS: Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the Town, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the Town, shall be responsible for all costs incurred by it during negotiations.

3.05 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES

(standard terms subject to change by the Town subject to change prior to the award of the contract.)

ARTICLE 1 - TERM

The Agreement shall commence upon execution by the Town and shall terminate upon expenditure of all funds provided herein or on December 31, 2021, whichever date is earlier.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in Section 2, Scope of Services, which is incorporated herein by reference.

ARTICLE 3 - COMPENSATION

Upon receipt, review, and acceptance of an invoice by the Department of Public Works it will be forwarded to the Finance Department where the standard terms of payment will follow the most current Town of Hartford Purchasing Policy and Procedure as approved by the Selectboard.

ARTICLE 4 - TOWN'S RESPONSIBILITIES

The Town will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5 - STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the Town or third parties retained by the Town

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and Town has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to Town, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6 - INDEMNIFICATION

Contractor shall indemnify and defend the Town and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7 - INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Vermont and having an "A" rating or better:

- (1) General Liability Insurance, having a combined single limit of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.
- (6) Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the Town evidence of same.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been assigned to this project and must be met to protect the interests of the Town.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the Town. All such insurance policies, excluding Professional Liability Insurance, shall name the Town, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Town in the event of cancellation or diminution of coverage.

ARTICLE 8 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the Town upon payment, except as otherwise provided in this Agreement. Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Intellectual property that is not specifically designed or created exclusively for the Town in the performance of this Agreement shall also remain the intellectual property of Contractor.

ARTICLE 9 - TERMINATION

This Agreement may be terminated by the Town upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Town may terminate or suspend performance of this Agreement for the Town's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the Town hereunder, the Town will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10 - STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the Town nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Town or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance and any effects on the project's time-line.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Windsor County, Vermont.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
Town, State Zip Code: _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the Town.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that State of Vermont Title 21: Labor, Chapter 5: Employment practices, Sub-Chapter 6: Fair Employment Practices, §495. Unlawful employment practice constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the Town to terminate this Agreement at its option and may bar Contractor from receiving future Town contracts.

E. WAIVER

A waiver by the Town or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the Town as an “independent contractor”. As an independent contractor for the Town, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the Town, without the express prior written approval of a duly authorized representative of the Town.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not Town employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the Town of Hartford. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Vermont Municipal Employees Retirement System (“VMERS”) membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the Town. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Selectboard of the Town of Hartford, Vermont.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with State of Vermont Title 17: Labor, Chapter 61: Campaign Finance, Sub-Chapter 3: §2941 Limitations of Contributions

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the Town and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)
COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business :

State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities in the spaces below:

Primary Business	# of Years	# of Employees Assigned

Current Pending Lawsuits:

Please provide any and all suits either with the Town of Hartford or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies in the space below:

Local Office of Proposer: Office in/nearest to Hartford, Vermont: _____

EXHIBIT A – LETTER OF TRANSMITTAL (continued)
COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Key Personnel: Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the Town of Hartford YES / NO



Town of Hartford, Vermont
Department of Public Works

Wastewater Collection Line Cleaning, TV Inspection and Inspection Reporting

HVT DPW RFP No. 2021-02

May 12, 2021

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for HVT DPW RFP No. 2021-02. Do not use the Town of Hartford as a reference.

Company Name:	
Address:	
Contact Person:	
Telephone Number:	Fax Number:
Email Address:	
Company Name:	
Address:	
Contact Person:	
Telephone Number:	Fax Number:
Email Address:	
Company Name:	
Address:	
Contact Person:	
Telephone Number:	Fax Number:
Email Address:	

Town of Hartford, Vermont - Department of Public Works
Wastewater Collection Line Cleaning, TV Inspection and Inspection Reporting
 HVT DPW RFP No. 2021-02
 May 12, 2021

EXHIBIT C – HARTFORD BID SUBMITTAL FORM

FROM: COMPANY: _____
 ADDRESS: _____

 TELEPHONE: _____ FAX: _____

Sealed bid shall be submitted in compliance with Section 1.05 (Submitting a Bid) and include all documents required in Section 1.07 (Required Bid Contents).

Pursuant to and in compliance with the specifications contained within this document, the undersigned bidder proposes to complete the work within the performance period for the unit prices as listed below:

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Mobilization & demobilization for sewer cleaning	1 Allowed	Each	\$ _____	\$ _____
2	Mobilization & demobilization for sewer inspection	1 Allowed	Each	\$ _____	\$ _____
3	Clean sanitary sewer, hard surface	10,000 LF	Lineal Foot	\$ _____	\$ _____
4	Clean sanitary sewer, cross country/unpaved road	0 LF	Lineal Foot	\$ _____	\$ _____
5	Inspect sanitary sewer with report, hard surface	1,000 LF	Lineal Foot	\$ _____	\$ _____
6	Inspect sanitary sewer with report, cross country/unpaved road	0 LF	Lineal Foot	\$ _____	\$ _____
7	Inspection reversal	Use 1	Each	\$ _____	\$ _____
8	Digital and printed reports	1	Each	\$ _____	\$ _____
9	Root cutting	Use 1	Lineal Foot	\$ _____	\$ _____
10	Cut protruding service tap	Use 1	Each	\$ _____	\$ _____

Contractor's bid meets all specifications without exception YES _____ NO _____
 If NO, please list all exceptions to the specifications:

DATED THIS _____ DAY OF _____, 20_____.

SIGNATURE OF BIDDER: _____, Title: _____

Town of Hartford, Vermont - Department of Public Works
Wastewater Collection Line Cleaning, TV Inspection and Inspection Reporting
 HVT DPW RFP No. 2021-02
 May 12, 2021

EXHIBIT D – QUECHEE BID SUBMITTAL FORM

FROM: COMPANY: _____
 ADDRESS: _____

 TELEPHONE: _____ FAX: _____

Sealed bid shall be submitted in compliance with Section 1.05 (Submitting a Bid) and include all documents required in Section 1.07 (Required Bid Contents).

Pursuant to and in compliance with the specifications contained within this document, the undersigned bidder proposes to complete the work within the performance period for the unit prices as listed below:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Mobilization & demobilization for sewer cleaning	1 Allowed	Each	\$ _____	\$ _____
2	Mobilization & demobilization for sewer inspection	1 Allowed	Each	\$ _____	\$ _____
3	Clean sanitary sewer, hard surface	7,200	Lineal Foot	\$ _____	\$ _____
4	Clean sanitary sewer, cross country/unpaved road	10,800	Lineal Foot	\$ _____	\$ _____
5	Inspect sanitary sewer with report, hard surface	720	Lineal Foot	\$ _____	\$ _____
6	Inspect sanitary sewer with report, cross country/unpaved road	1,080	Lineal Foot	\$ _____	\$ _____
7	Inspection reversal	Use 1	Each	\$ _____	\$ _____
8	Digital and printed reports	1	Each	\$ _____	\$ _____
9	Root cutting	Use 1	Lineal Foot	\$ _____	\$ _____
10	Cut protruding service tap	Use 1	Each	\$ _____	\$ _____

Contractor's bid meets all specifications without exception YES _____ NO _____

If NO, please list all exceptions to the specifications:

DATED THIS _____ DAY OF _____, 20_____.

SIGNATURE OF BIDDER: _____, Title: _____