

LONG CREEK WATERSHED MANAGEMENT DISTRICT

Request for Proposal – Catch Basin Cleaning Services

INTRODUCTION

The Long Creek Watershed Management District (LCWMD) is seeking proposals from qualified applicants to provide catch basin cleaning services on a contractual basis under award by the LCWMD Governing Board. The LCWMD is a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine. The LCWMD was formed to provide the structure for the cooperative implementation of the Long Creek Watershed Management Plan. The Management Plan includes the Long Creek BMP Operation and Maintenance Plan that contains catch basin inspection and cleaning as one of minimum good housekeeping standards. The catch basin cleaning program will be overseen by LCWMD in cooperation with CCSWCD and the DEP.

Interested parties may request a Request for Proposals (RFP) from LCWMD c/o CCSWCD at 35 Main Street, Suite 3, Windham, ME; at the website: www.restorelongcreek.org; or by e-mail from tamara@cumberlandswcd.org. **Proposals are due by 4:00 p.m., September 17, 2010.**

Any late proposals will not be accepted and will be returned to the proposer. The LCWMD reserves the right to accept or reject any or all proposals.

The LCWMD Governing Board will base its selection on its evaluation of the written proposal, the consultant's qualifications and experience, client references and the overall fee structure.

Proposals must be received by the LCWMD c/o CCSWCD at 35 Main Street, Suite 3, Windham, ME on or before **4:00 PM, September 17, 2010**. Proposals must be sealed and clearly marked, "Catch Basin Cleaning Services for the Long Creek Watershed Management District". Respondents must submit **an original proposal and two (2) copies.**

Miscellaneous Requirements: The LCWMD will not be responsible for any expenses incurred in preparing, submitting or presenting a proposal. Emphasis should be on completeness and clarity of content.

The LCWMD reserves the right to waive any informalities in proposals, to accept or reject any or all proposals for any reason, to negotiate with any applicant and to select an applicant deemed to have submitted a proposal that in the judgment of the LCWMD Board is in the best interest of the LCWMD.

Proposals may be held by the LCWMD for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the applicants prior to the award of a contract.

THE PROPOSAL REQUIREMENTS

Scope of Catch Basin Cleaning Services Required per RFP

The LCWMD's BMP Operation and Maintenance Plan (approved by DEP August 4, 2010) identifies the need for the annual vacuum assisted removal of accumulated material from designated catch basins throughout the watershed. The first catch basin cleaning to be conducted will be a year end, after the leaf drop event, in November of 2010. Annual cleanings in subsequent years will be performed in July/August.

It is anticipated, though not guaranteed, that annual catch basin cleaning of an estimated 600 catch basins will be performed. The successful applicant will need to supply a "per catch basin" unit cost¹ to provide the catch basin cleaning activities as specified.

Please include a "per catch basin" cost for each of the following annual cleaning dates: November 2010, July/August 2011 and July/August 2012.

Equipment/plans required under this contract must meet the following:

- Vacuum attachment for catch basin cleaning
- Power jet and water source for washing down basin
- Decanting and liquids handling plan

For the purposes of this RFP, all solid material should be designated for disposal via asphalt batching at Commercial Paving in Scarborough. Submittal of tonnage slips from the entity accepting the material will be required as part of the monthly pay requisition. Liquids must be decanted on-site and returned to the catch basin.

This is the kick-off of this catch basin cleaning program. As such, some of the methods, parameters and specifications may change to accommodate new and better approaches. We welcome applicant input as part of your proposal.

Qualifications and Experience of Applicant

The proposal must identify who will be providing catch basin cleaning services to the LCWMD and include specifications on the equipment proposed. The proposal should demonstrate the qualifications, competence and capacity of the applicant to carry out the catch basin cleaning services as specified. A liquids handling plan should also be part of the proposal submittal.

Client References

Provide list of references with addresses and phone numbers who may be contacted by the Long Creek Watershed Management LCWMD in connection with the proposal.

¹ "Per catch basin" unit cost should include costs incurred for disposal of sediments, transport of sediments to CPRC and other considerations (e.g., traffic control, etc.) to ensure that the sediments are disposed of in accordance with Local, State and Federal rules.

Contract for Services

The applicant that is selected by the LCWMD will be required to sign a contract that is provided as Appendix A. The contract duration will be for three catch basin cleaning events to occur within the next three years at the intervals identified above.

LCWMD will entertain proposals for payment of the catch basin cleaning work specified under this RFP only on a per catch basin unit cost basis. Itemized bills including the date, time and description of service, person/equipment providing the service, the associated number of catch basins cleaned and the tonnage slips from CPRC will be required to be submitted prior to payment. Such bills shall be submitted on a monthly basis.

Selection Process: Proposals shall be reviewed by the LCWMD Executive Director and select members of the LCWMD Board. The Executive Director shall make a recommendation to the LCWMD Board, who shall make a final selection.

CATCH BASIN CLEANING SERVICES AGREEMENT

THIS Catch Basin Cleaning Services Agreement (the “Agreement”) is entered into this ___ day of _____, 20___, by and between _____, a sole proprietorship/partnership/corporation/limited liability company (choose one) duly organized and existing under the laws of the State of _____ whose mailing address is _____, _____ (the “Contractor”) and the **Long Creek Watershed Management District**, a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine (“**LCWMD**”). The foregoing also are referred to herein collectively as the “Parties” or singly as “Party.”

WITNESSETH:

WHEREAS, LCWMD has issued a Request for Proposals for Catch Basin Cleaning Services (as defined below);

WHEREAS, after review of the Proposals, **LCWMD** has determined that the **Contractor** has the requisite equipment, labor and knowledge to perform the Catch Basin Cleaning Services needed by **LCWMD**; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein made by each Party to the other, the Parties agree as follows:

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Catch Basin Cleaning Services. **Contractor** shall furnish Catch Basin Cleaning Services to **LCWMD** for the Long Creek Watershed in accordance with the Request for Proposals issued attached hereto as Exhibit A to this Agreement and in accordance with the **Contractor’s** Proposal attached hereto as Exhibit B to this Agreement, both of which hereby are incorporated into this Agreement (together, the “**Catch Basin Cleaning Services**”).

1.2 **Contractor** shall perform the Catch Basin Cleaning Services in a good workmanlike manner. **Contractor** shall be responsible for the professional quality, timely completion, and the coordination of Catch Basin Cleaning Services furnished by **Contractor** under this Agreement.

1.3 Contractor warrants. **Contractor** warrants:

A. That it will furnish all vehicles, materials, supplies, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Catch Basin Cleaning Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Catch Basin Cleaning Services and is able to furnish the appropriate vehicles, materials, supplies, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Catch Basin Cleaning Services.

D. That it has carefully examined the Request for Proposals and this Agreement and has conducted its own investigation of the nature and location of the Catch Basin Cleaning Services, the character of equipment and personnel needed to perform the Catch Basin Cleaning Services and all conditions which may in any way affect the performance of the Catch Basin Cleaning Services.

E. That any increase in **Contractor's** costs during the term of this Agreement shall be the sole responsibility of **Contractor**.

2. TERMS OF AGREEMENT.

2.1 Term. This Agreement is for a term of three [3] year(s) commencing on the date of execution of this Agreement by **LCWMD**.

2.2 Payment.

A. **LCWMD** shall pay **Contractor** for the performance of Catch Basin Cleaning Services under this Agreement on the basis of the "per catch basin" cost specified in **Contractor's** Proposal attached hereto as Exhibit B.

B. No later than the 10th day of each month, **Contractor** shall submit for **LCWMD's** approval an invoice for payment for the Catch Basin Cleaning Services performed by **Contractor** hereunder during the previous month. **LCWMD** shall pay **Contractor** approved amounts within thirty (30) days of receipt of the invoice by **LCWMD**. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

3. TERMINATION.

3.1 **LCWMD** may terminate this Agreement for cause or convenience.

A. Termination for cause. Without prejudice to any other right or remedy, **LCWMD** may terminate this Agreement for cause by providing **Contractor** with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of **Contractor** as a bankrupt; the making of a general assignment by **Contractor** for the benefit of its creditors; the appointment of a receiver because of **Contractor's** insolvency; **Contractor's** persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Catch Basin Cleaning Services; **Contractor's** persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and **Contractor's** substantial

violation of any provisions of this Agreement. In the event of a termination for cause, **Contractor** shall not be entitled to receive any further payment under this Agreement from the date of receipt of said written notice of termination.

B. Termination for convenience. Further, **LCWMD** may terminate this Agreement for convenience upon thirty (30) days' written notice of termination to **Contractor**, in which case **LCWMD** shall pay **Contractor** for all Catch Basin Cleaning Services satisfactorily performed and materials purchased up to the date of receipt of such written notice of termination by **Contractor**. In the event that **LCWMD** terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

4. INSURANCE AND INDEMNIFICATION.

4.1 Insurance. Except as otherwise provided by this Agreement, **Contractor** and its subcontractors and consultants, if any, shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Catch Basin Cleaning Services under this Agreement, at no expense to **LCWMD** or to the Long Creek Watershed Landowners who enter into an "Agreement Between Participating Landowner and the Long Creek Watershed Management District" (the "Participating Landowners"), the following insurance coverages:

A. **Commercial General Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, to protect the **Contractor**, any subcontractor performing Catch Basin Cleaning Services under this Agreement, Participating Landowners and **LCWMD** and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the performance of Catch Basin Cleaning Services under this Agreement, whether by **Contractor** or by a subcontractor or by anyone directly or indirectly employed by them.

B. **Automobile Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, to protect the **Contractor**, any subcontractor performing Catch Basin Cleaning Services under this Agreement, Participating Landowners and **LCWMD** and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the performance of Catch Basin Cleaning Services under this Agreement, whether by **Contractor** or by a subcontractor or by anyone directly or indirectly employed by them.

C. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law.

D. All such insurance policies shall name Participating Landowners, **LCWMD** and their respective directors, officers, managers, members, agents and employees as additional insureds, except for workers' compensation insurance. **Contractor**, prior to commencement of Catch Basin Cleaning Services under this Agreement, and any of its subcontractors, prior to commencement of Catch Basin Cleaning Services under any subcontract, shall deliver to **LCWMD** certificates satisfactory to **LCWMD** evidencing such insurance coverages, which

certificates shall state that Contractor and its subcontractors must provide written notice to **LCWMD** at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to **LCWMD** prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. **Contractor** shall not commence Catch Basin Cleaning Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by **LCWMD**, nor shall **Contractor** allow any of its subcontractors to commence Catch Basin Cleaning Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by **LCWMD**. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the Parties or **Contractor**'s commencement of Catch Basin Cleaning Services hereunder.

4.2. Indemnification. **Contractor** agrees to defend, indemnify, and hold harmless Participating Landowners, **LCWMD** and their respective directors, officers, managers, members, agents and employees harmless from any claim(s), cause(s) of action, liability or expense, including, without limitation, costs and reasonable attorney's fees, for personal injury (including death) and/or property damage caused by, related to, arising out of or resulting from the error, act or omission of the **Contractor**'s performance of Catch Basin Cleaning Services under this Agreement by **Contractor**, its subcontractors, agents or employees. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of **Contractor** or of a subcontractor. In claims against any person or entity indemnified under this Section by an employee of **Contractor**, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for **Contractor** or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. **Contractor** expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

5. MISCELLANEOUS PROVISIONS

5.1 Notices. All notices, demands or other communications made pursuant to this Agreement shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To CONTRACTOR:

To LCWMD:

Long Creek Watershed Management District
c/o Cumberland County Soil & Water Conservation District
35 Main Street, Suite 3
Windham, Maine 04062
Attention: Executive Director

5.2 Entire Agreement, Modifications. This Agreement and the Exhibits A and B attached hereto and hereby incorporated constitute the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. This Agreement cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

5.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Agreement.

5.4 Severability. If any section, term, covenant, or condition of this Agreement or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

5.5 Governing Law, Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between **LCWMD** and **Contractor** arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction.

5.6 Compliance with Applicable Laws. Contractor agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Catch Basin Cleaning Services under this Agreement.

5.7 Assignment; Successors and Assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Agreement shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

5.8 Subcontracts. The **Contractor** shall not sublet any part of this Agreement without the prior written permission of **LCWMD**. The **Contractor** agrees that it is fully responsible to **LCWMD** and to the Participating Landowners for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

5.9 Force Majeure. Provided such Party gives written notice to the other of such event, a Party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such Party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

5.10 Non-Waiver. Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Catch Basin Cleaning Services Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CONTRACTOR

By: _____

Signature

Print Name

Its: _____ (Title)

LONG CREEK WATERSHED MANAGEMENT DISTRICT

By: _____

Signature

Print Name

Its: _____ (Title)