

**Bid Tabulation Packet
for
Solicitation 521**

Stormwater Monitoring Services



Capitol Region Council of Governments

Bid #521 - Stormwater Monitoring Services

Creation Date Oct 30, 2008

End Date Dec 18, 2008 11:30:00 AM EST

Start Date Dec 3, 2008 12:11:58 PM EST

Awarded Date Not Yet Awarded

521-1-01 Phase II: Phase II Connecticut Watershed Area: Collected and Tested					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Environmental Compliance Services, Inc.	First Offer - \$250.00	1 / each	\$250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Price includes preparation of SMR for each outfall, stormwater data form and summary letter.			
Anchor Engineering Services, Inc.	First Offer - \$350.00	1 / each	\$350.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Env. Health & Safety Services of new England Inc.	First Offer - \$2,800.00	1 / each	\$2,800.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: n/a			

521-1-02 Phase II: Phase II Test only					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anchor Engineering Services, Inc.	First Offer - \$150.00	1 / each	\$150.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Laboratory analysis only			
Environmental Compliance Services, Inc.	First Offer - \$200.00	1 / each	\$200.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Price includes preparation of SMR for each outfall, stormwater data form and summary letter.			
Env. Health & Safety Services of new England Inc.	First Offer - \$2,320.00	1 / each	\$2,320.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: n/a			

521-1-03 Phase II: Phase I Test only					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Anchor Engineering Services, Inc.	First Offer - \$425.00	1 / each	\$425.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Laboratory analysis only			
Environmental Compliance Services, Inc.	First Offer - \$575.00	1 / each	\$575.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Price includes preparation of SMR for each outfall, stormwater data form and summary letter.			
Env. Health & Safety Services of new England Inc.	First Offer - \$4,630.00	1 / each	\$4,630.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: n/a			

521-1-04 Phase II: Phase I Collect and Test					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Anchor Engineering Services, Inc.	First Offer - \$575.00	1 / each	\$575.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Environmental Compliance Services, Inc.	First Offer - \$695.00	1 / each	\$695.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Price includes preparation of SMR for each outfall, stormwater data form and summary letter.			
Env. Health & Safety Services of new England Inc.	First Offer - \$2,900.00	1 / each	\$2,900.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: n/a			

Vendor Totals

Anchor Engineering Services, Inc.		\$1,500.00	(4/4 items)
Bid Contact Jessica Riddell jriddell@anchorengr.com Ph 860-633-8770	Address 41 Sequin Drive Glastonbury, CT 06033		
Agency Notes:	Vendor Notes:		
Environmental Compliance Services, Inc.		\$1,720.00	(4/4 items)
Bid Contact Nicole Ghedini nghedini@ecsconsult.com Ph 800-789-3530	Address 588 Silver Street Agawam, MA 01001		
Agency Notes:	Vendor Notes:		
Env. Health & Safety Services of new England Inc.		\$12,650.00	(4/4 items)
Bid Contact Arthur Boehm ehssne@sbcglobal.net Ph 860-668-0736	Address P.O.Box 129 Suffield, CT 06078		
Bid Notes n/a	Vendor Notes: n/a		
Agency Notes:			

Award Total

\$15,870.00 (Does not apply to percentage or no price items.)

**

Anchor Engineering Services, Inc

Bid Contact Jessica Riddell
jriddell@anchorengr.com
 Ph 860-633-8770

Address 41 Sequin Drive
 Glastonbury, CT 06033

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				Vendor Total		Lot Total	\$1,500.00

Vendor: **Anchor Engineering Services, Inc**

**Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106**

STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

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EXCEPTIONS TO SPECIFICATIONS

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With the consent of the contractor, the terms of any contract executed as a result of this Bid Invitation may be extended for a period of up to one year.

ESTIMATED QUANTITIES

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INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the Capitol Region Purchasing Council shall be allowed to participate in this

bid during the life of the contract, even if it is not listed amongst the bid participants.

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The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

1% ADMINISTRATIVE FEE

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REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to BidSync on a monthly basis. Please contact BidSync to set up this important reporting function at 800 990-9339 (telephone) or email support@bidsync.com.

FAILURE TO COMPLY

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the

contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see Attachment A concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The Capitol Region Purchasing Council, an affiliate of the Capitol Region Council of Governments, subscribes to the Council of Governments' policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

QUESTIONS

General inquiries should be directed to Jennifer March-Wackers, Program Coordinator, at the:
Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106
Tel: 860-522-2217 ext. 39
Fax: 860-724-1274
E-mail: jwackers@crcog.org

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274, emailed to jwackers@crcog.org, or posted to the BidSync online bidding system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Program Coordinator will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the Program Coordinator will **post a copy of any addenda to the BidSync system.** In special cases, the Program Coordinator reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the BidSync website.

Vendor: **Anchor Engineering Services, Inc**

GENERAL VENDOR INFORMATION

VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

Anchor Engineering Services, Inc.

REPRESENTATIVE

D. Scott Atkin

POSITION

Vice President

ADDRESS

41 Sequin Drive

Glastonbury, CT

(ZIP)

06033

TELEPHONE #

860-633-8770

FAX #

860-633-5971

TAX ID #

06-1365014

E-MAIL ADDRESS

satkin@anchorengr.com

SIGNATURE

D. Scott Atkin

PAYMENT TERMS: 5%30Days

DATE: **12/18/2008**

Vendor: **Anchor Engineering Services, Inc**

Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

D. Scott Atkin
Duly Authorized

12/18/2008
Date

D. Scott Atkin
(Print Name Here)

Vendor: **Anchor Engineering Services, Inc**

STORMWATER MONITORING SERVICES

CRPC #521

INFORMATION SHEET

1. Qualifications of the firm and any proposed sub-consultants including name, size, organizational structure under which the firm(s) conduct business, and relevant experience in performing water testing services. All proposed sub-consultants must be clearly identified.

Phoenix Environmental Laboratories, Inc.

2. Qualifications (resumes) of key personnel to be assigned to perform the analysis work and a description of their responsibilities.

D. Scott Atkin, Vice President

Mr. Atkin has been collecting and reporting stormwater samples to DEP for over 16 years.

Brian Holdt and Patrick McKay, Environmental Scientists

Mr. Holdt and Mr. McKay will collect the samples. They have been collecting stormwater samples in accordance with DEP regulations for over six years each.

3. We did work for the following municipalities in 2004-2005. (Please include the contract person and phone numbers)

(1) **Bob Shirshac, Glastonbury**

(2) **Mark Carlino, Manchester**

(3) **Tom Nigosanti, Middletown**

(4) **Old Lyme**

4. Will your current workload enable your firm to devote sufficient time to implement the project? Please explain.

Yes. We have the capability and capacity to provide the requested services. We are well aware of the specific requirements for stormwater collection.

5. Demonstrated ability of the laboratory to adequately staff and complete time-sensitive projects.

Phoenix Environmental is DPH approved and has been analyzing samples for over 16 years.

6. Which approach to testing do you favor, municipal collection or your firm? Explain.

Either approach works for our firm. With municipalities within 25 miles of Glastonbury, our field personnel typically collect the samples.

Environmental Compliance Services, Inc.

Bid Contact Nicole Ghedini
nghedini@ecsconsult.com
 Ph 800-789-3530

Address 588 Silver Street
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All orders placed on CRPC bids shall be reported to BidSync on a monthly basis. Please contact BidSync to set up this important reporting function at 800 990-9339 (telephone) or email support@bidsync.com.

FAILURE TO COMPLY

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the

contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see Attachment A concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The Capitol Region Purchasing Council, an affiliate of the Capitol Region Council of Governments, subscribes to the Council of Governments' policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

QUESTIONS

General inquiries should be directed to Jennifer March-Wackers, Program Coordinator, at the:
Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106
Tel: 860-522-2217 ext. 39
Fax: 860-724-1274
E-mail: jwackers@crcog.org

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274, emailed to jwackers@crcog.org, or posted to the BidSync online bidding system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Program Coordinator will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the Program Coordinator will **post a copy of any addenda to the BidSync system.** In special cases, the Program Coordinator reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the BidSync website.

Vendor: **Environmental Compliance Services, Inc.**

GENERAL VENDOR INFORMATION

VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

Environmental Compliance Services, Inc.

REPRESENTATIVE

Matthew Reiser

POSITION

Compliance Specialist

ADDRESS

33 Business Park Drive

Branford, CT

(ZIP)

06405

TELEPHONE #

203-488-9481

FAX #

203-488-9564

TAX ID #

E-MAIL ADDRESS

mreiser@ecsconsult.com

SIGNATURE

PAYMENT TERMS: 100%30Days

DATE: **12/17/08**

Vendor: Environmental Compliance Services, Inc.

Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

Matthew Reiser
(Print Name Here)

12/18/08
Date

Vendor: **Environmental Compliance Services, Inc.**

STORMWATER MONITORING SERVICES

CRPC #521

INFORMATION SHEET

1. Qualifications of the firm and any proposed sub-consultants including name, size, organizational structure under which the firm(s) conduct business, and relevant experience in performing water testing services. All proposed sub-consultants must be clearly identified.

Environmental Compliance Services, Inc. has been in the environmental consulting business for over 25 years. We have 12 offices, primarily along the east coast, with several in and adjacent to CT. We are experienced in a variety of sampling and testing services, including stormwater monitoring. We intend to use Phoenix Environmental Laboratories, Inc. in Manchester, CT for the laboratory analysis of the stormwater samples.

2. Qualifications (resumes) of key personnel to be assigned to perform the analysis work and a description of their responsibilities.

Matthew Reiser, a Compliance Specialist, in our Branford, CT office will be the contact for stormwater monitoring services. Mr. Reiser has been in the environmental consulting field for over 14 years. He has completed numerous stormwater monitoring projects for a variety of municipalities throughout the state. His resume is available upon request.

3. We did work for the following municipalities in 2004-2005. (Please include the contract person and phone numbers)

(1) Town of Haddam, Tony Bondi, 860-345-8531

(2) Town of Suffield, Jack Muska, 860-668-3890

(3) City of Bridgeport, John Lombardi, 203-576-7122

(4) City of Danbury, Mario Ricozzi, 203-797-4539

4. Will your current workload enable your firm to devote sufficient time to implement the project? Please explain.

Yes. We have available staff in our CT office as well as in several of our MA offices if required.

5. Demonstrated ability of the laboratory to adequately staff and complete time-sensitive projects.

Phoenix Environmental Laboratories, Inc. is a well-known and well-respected environmental laboratory in Manchester, CT.

6. Which approach to testing do you favor, municipal collection or your firm? Explain.

Env. Health & Safety Services of new England Inc.

Bid Contact Arthur Boehm
ehssne@sbcglobal.net
 Ph 860-668-0736

Address P.O.Box 129
 Suffield, CT 06078

Bid Notes n/a

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
521-1-01	Phase II:Phase II Connecticut Watershed Area: Collected and Tested	Supplier Product Code: n/a	First Offer - \$2,800.00	1 / each	\$2,800.00		Y
521-1-02	Phase II:Phase II Test only	Supplier Product Code: n/a	First Offer - \$2,320.00	1 / each	\$2,320.00		Y
521-1-03	Phase II:Phase I Test only	Supplier Product Code: n/a	First Offer - \$4,630.00	1 / each	\$4,630.00		Y
521-1-04	Phase II:Phase I Collect and Test	Supplier Product Code: n/a	First Offer - \$2,900.00	1 / each	\$2,900.00		Y
				Lot Total			
Vendor Total							\$12,650.00

Vendor: **Env. Health & Safety Services of new England Inc.**

**Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106**

STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council ("Council") is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments, which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some 72 towns, boards of education and agencies across the State (29 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

BID FORMS/SUBMISSION OF BIDS

The Council exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The Council accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **BidSync**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

BID AWARD

A bid award shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

CONTRACT EXTENSION

With the consent of the contractor, the terms of any contract executed as a result of this Bid Invitation may be extended for a period of up to one year.

ESTIMATED QUANTITIES

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the Capitol Region Purchasing Council shall be allowed to participate in this

bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council.

REJECTION AND/OR CANCELLATION OF BIDS

The Council reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

1% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses BidSync to distribute and receive bids and proposals. Responding vendors agree to pay to BidSync an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor. The fee shall be payable for all Council bids unless specifically exempted by the Council. Refer to www.bidsync.com for further information.

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FAILURE TO COMPLY

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Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

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Vendor: **Env. Health & Safety Services of new England Inc.**

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COMPANY

Environmental Health & Safety Services of N.E.

REPRESENTATIVE

Art Boehm

POSITION

President

ADDRESS

P.O. Box 129

Suffield, CT

(ZIP)

06078

TELEPHONE #

860-668-0736

FAX #

860-668-7491

TAX ID #

06-1196685

E-MAIL ADDRESS

ehssne@sbcglobal.net

SIGNATURE

PAYMENT TERMS: 100%45Days

DATE: **12/15/2008**

Vendor: Env. Health & Safety Services of new England Inc.

Insurance Exhibit (West Hartford)

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All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

Date

(Print Name Here)

Vendor: **Env. Health & Safety Services of new England Inc.**

STORMWATER MONITORING SERVICES

CRPC #521

INFORMATION SHEET

1. Qualifications of the firm and any proposed sub-consultants including name, size, organizational structure under which the firm(s) conduct business, and relevant experience in performing water testing services. All proposed sub-consultants must be clearly identified.

For 20 years Environmental Health & Safety Services has provided professional support for the environmental needs of business and municipal clients across Connecticut as well as State agencies. These efforts involve controls for wastewater discharges, air emissions, waste management, safety programs along with site assessments and property remediation. Stormwater monitoring remains an active function. Analytical support is subcontracted to New England Bioassay and Con-Test Analytical Laboratories.

2. Qualifications (resumes) of key personnel to be assigned to perform the analysis work and a description of their responsibilities.

**Arthur Boehm - President of EH&SS and CIH
Louis Gilli - Engineering Supervisor and CHMM**

3. We did work for the following municipalities in 2004-2005. (Please include the contract person and phone numbers)

(1) **Suffield - Patrick McMahon - 860-668-3849**

(2)

(3)

(4)

4. Will your current workload enable your firm to devote sufficient time to implement the project? Please explain.

For the past 12 months EH&SS has subcontracted technical workers to provide increased workforce. Manpower was added or reduced as contract demands varied. Full-time EH&SS staff provide technical direction to the subcontract personnel.

5. Demonstrated ability of the laboratory to adequately staff and complete time-sensitive projects.

The two laboratories identified above have consistently provided top quality analytical support in a timely manner. EH&SS has used them exclusively for 15 years.

6. Which approach to testing do you favor, municipal collection or your firm? Explain.

EH&SS is willing to support either arrangement for sample collection.