#### TOWN OF GLASTONBURY

#### **INVITATION TO BID**

BID # <u>DATE & TIME REQUIRED</u>

GL-2015-05 Polymer July 15, 2014 at 11:00 A.M.

The Town of Glastonbury is currently seeking bids for the purchase of polymer to be utilized at its Water Pollution Control Facility.

Bid Forms may be obtained from the Town's website at <u>www.glastonbury-ct.gov</u> or at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level).

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone Purchasing Agent

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- 1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
- 2. Whenever it is deemed to be in the best interest of the Town, The Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
- 3. The award will be on the basis of the lowest responsible, responsive vendor, whose polymer complies with the minimum specifications herein and possess without limitation the skill, ability, expertise, experience and qualifications necessary to provide the polymer as determined by the Town and provide the lowest cost per dry ton of processed sludge.
- 4. Bids will be carefully evaluated as to conformance with stated specifications.
- 5. The envelope enclosing your bid should be clearly marked by bid number, time of bid, opening and date.
- 6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, under lined, and attached to the bid.
- 7. The Bid Documents contain the provisions required for the requested item. Information obtained form an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
- 8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
- 9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
- 10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town form ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.

- 11. **THIS ITEM WAIVED:** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
- 12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the Untied Stated or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
- 13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations., Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
- 14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
- 15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8<sup>th</sup>, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at <a href="www.glastonbury-ct.gov">www.glastonbury-ct.gov</a>. Upon entering the website click on Bids & RFPs, which will bring you to the links for the <a href="Code of Ethics">Code of Ethics</a> and the <a href="Consultant Acknowledgement Form">Consultant Acknowledgement</a> <a href="Form">Form</a>. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.

## 16. Non Resident Contractors (IF APPLICABLE)

Upon award the Town is required to report names of nonresidents (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more. The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 – Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).

- 17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
- 18. Bidder or it principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
- 19. It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.
- 20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bid responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binder or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

#### IMPORTANT:

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

#### 1.0 GENERAL

- 1.1. The Sanitation Department/Water Pollution Control Division is seeking bids for the purchase of polymer to be utilized at its Water Pollution Control Facility for sludge thickening.
- 1.2. For technical questions regarding this bid shall be made in writing and directed to Chuck Bohaboy Water Pollution Control Supervisor at <a href="mailto:chuck.bohaboy@glastonbury-ct.gov">chuck.bohaboy@glastonbury-ct.gov</a>. Questions regarding the bidding procedures shall be directed to Mary Visone, Purchasing Agent at <a href="mailto:purchasing@glastonbury-ct.gov">purchasing@glastonbury-ct.gov</a>. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at <a href="mailto:www.glastonbury-ct.gov">www.glastonbury-ct.gov</a>. (Upon entering the website click on Bids & RFP's). The request must be received at least five (5) days prior to the advertised response deadline. It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.
- 1.3. The polymer will be used to extract water from sludge by the use of a rotary drum sludge thickener.
- 1.4. The sludge is a waste activated sludge and is thickened up to approximately 4% solids prior to polymer conditioning.
- 1.5. It is required that the conditioned sludge shall be thickened effectively to produce a solution of 6 to 9% solids with a capture rate of not less than 95% total solids.
- 1.6. At this time approximately 325 dry tons of sludge is processed through our rotary drum thickeners each year.
- 1.7. Vendor shall provide service and product delivery for the fiscal year period July 1, 2014 thru June 30, 2015. The Town will review an additional three (3) year extension of this bid upon mutual agreement of the Town and Vendor. The Vendor shall indicate with this bid, if vendor is willing to hold the bid prices for the additional years on the Proposal Page (BP-2).

## 2.0 POLYMER AND VENDOR GENERAL SPECIFICATIONS

- 2.1. The Polymer shall be cationic water soluble liquid emulsion <u>ONLY</u>.
- 2.2. Polymer shall be delivered in 275 gallon totes. The tote shall be fully compatible with existing Town equipment; with capability of handling by Town's fork lift no modifications to the Towns equipment shall be accepted. Vendor shall be responsible to inspect existing Town equipment to insure compatibility.

- 2.3. The polymer shall have a low toxicity rate in respect to contact with skin, eyes and accidental ingestion, have no objectionable odors. Material Safety Data sheets (MSDS) shall be submitted with this bid and for all polymers used in performance testing phase.
- 2.4. The polymer shall be non-corrosive to most metals.
- 2.5. Vendor shall include with their proposal, costs for minimum purchase amounts. Specifically, what that quantity will be. These costs shall be included in the bid response form.
- 2.6. The maximum acceptable lead time between ordering and delivery shall be five (5) business days.
- 2.7. Vendor shall provide consultation and assistance to the Town of Glastonbury as required during the term of this bid proposal and shall respond within four (4) business days during the terms of the bid award.

#### 3.0 POLYMER FULL SCALE PERFORMANCE TESTING

3.1. All Vendors shall run a performance field trail at the Glastonbury Water Pollution Control Facility and provide sufficient polymer to operate the equipment for a minimum of four (4) hours, at no cost to the Town. NO EXCEPTIONS. Bench testing shall be done to determine the most suitable polymer. Failure to comply with this requirement will result in the rejection of the Bid. Testing results shall be completed on form provided.(See Attachment A: Polymer Performance Test Parameters)

### 3.2. PERFORMANCE TESTING INSTRUCTIONS

- 3.2.A The full-scale performance test must be scheduled in advance with the Water Pollution Control (WPC) Supervisor, Chuck Bohaboy at 860-652-7773. The testing shall be performed between the hours of 7:00 AM and 3:00 PM, Monday through Friday.
- 3.2.B One Rotary Drum Thickener (RDT) will be started using our current polymer and stabilized for one (1) hour at a sludge feed rate of approximately 60-100 gpm.
- 3.2.C The WPC operator shall switch from current polymer tank to the Vendor trial polymer tank and the Vendor shall optimize the RDT <u>without</u> changing the sludge feed rate.
- 3.2.D Once the Vendor is satisfied with the performance, the Vendor and WPC Operator shall measure or mark the depth of the polymer in the tank and record the time.

- 3.2.E The WPC Operator shall grab a feed sludge, filtrate and cake sample recording date and time on the containers.
- 3.2.F The performance test must run for four (4) continuous hours without any adjustments. If adjustments have to be made, the test will be restarted at that time.
- 3.2.G After the four (4) continuous hours of operation with no adjustments, the Vendor and WPC Operator shall measure or mark the depth of the polymer and record the time.
- 3.2.H The WPC Operator shall grab another feed sludge, filtrate and cake sample recording the date and time on the containers.
- 3.2.I The WPC Lab shall analyze all samples of feed sludge, filtrate and cake for total solids.
- 3.2.J The run time of the test shall be the difference between the start and stop times.
- 3.2.K The polymer gallons per hour shall be determined by dividing the polymer gallons used by the total run time.
- 3.2.L The sludge dry tons per hour shall be determined by multiplying the sludge gpm average, times the feed sludge % total solids, times 8.34 lb/gal, times 60 min/hr, divided by 2000 lbs/ton.
- 3.2.M The polymer gallons per dry ton shall be determined by dividing the polymer gallons per hour by the sludge dry tons per hour.
- 3.2.N The polymer cost per dry ton shall be determined by multiplying the polymer gallons per dry ton by the unit price.
- 3.3. Vendor shall submit a detailed written test report to include bench test report referenced in Section 3.1 of the current field trail with the submission of their bid to include, but not limited to, dosage rates, all calculations and cost per dry ton of solids processed. Calculations should be based on the following formula.

#### Lbs polymer used x cost/lb

(Duration of test x feed rate x 8.34 x concentration of feed)/2000

Town staff will provide feed rates in gallons per minute (gpm) based on observed data during test. Town staff will also take a composite sample of feed sludge and provide actual dry solids concentration. Town data will be available one (1) business day after the trial run is completed.

3.4. All performance testing shall be at no cost to the Town.

- 3.5. Performance testing shall be performed prior to submitting the bid. The Town reserves the right to schedule appointments accordingly, based on availability. Scheduling shall be coordinated with Water Pollution Control Supervisor, Chuck Bohaboy at 860-652-7773. Testing shall be completed a minimum of five (5) business days prior to bid due date.
- 3.6 The successful Vendor shall provide a polymer that, if not acceptable, or performing properly will make necessary changes at no cost to the Town or be subject to cancellation of purchase and future purchases.

#### **INSURANCE**

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

#### 2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

#### 3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies. The Bidder shall provide the Town copies of any such insurance policies upon request.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

| Town of Glastonbury – Polymer<br>Bid Proposal   | GL-2015-05                                 |  |  |  |
|---|--|--|--|--|
| Proposal of   |  |  |  |  |
| (hereinafter called "bidder"), organized and existing under   | er the laws of the State of, doing         |  |  |  |
| business as   | ·  |  |  |  |
| To the Town of Glastonbury (hereinafter called "Town").   |  |  |  |  |
| In compliance with your invitation to Bid the Bidder h  | ereby proposes to furnish materials and/or |  |  |  |
| services as per Bid Number GL-2015-05 in strict accordance with the Bid Documents, within   |  |  |  |  |
| the time set forth therein, and at the prices stated below.   |  |  |  |  |
| By submission to this bid, the Bidder certifies, and in certifies as to their organization that this bid has consultation, communication, or agreement as to any Bidder or with any competitor. | been arrived at independently without      |  |  |  |
| The Bidder hereby agrees to commence this contract on   | a date to be specified in the Notice to    |  |  |  |
| Proceed and to fully complete the project withinc   | onsecutive calendar days thereafter.       |  |  |  |
| The Bidder acknowledges receipt of the following  | Addenda:                                   |  |  |  |
| Addendum #1   |  |  |  |  |
| Addendum #1   |  |  |  |  |

It is the responsibility of the bidder to check the Town's website for any Addenda before submitting the bid.

Addendum #3\_\_\_\_\_



# TOWN OF GLASTONBURY BID PROPOSAL FORM

| NAME OF BID I  |   | Polymer             | BID                | NUMBER             | GL-2015-05                      |  |
|----------------|---|---------------------|--------------------|--------------------|---------------------------------|--|
| DATE           | E ADVERTISED  |                     | DAT                | E / TIME DUE       | July 15, 2015 @ 2PM             |  |
| <u>Item</u>    | <b>Item Description</b>   | Quantity            | <u>Unit</u>        | t Cost             | <b>Total Amount</b>             |  |
| I.             | Liquid polymer cost/pou   | nd                  | \$                 | /lb                | \$                              |  |
|                | \$  |                     |                    |                    |                                 |  |
|                | Ψ   | (Written Amou       | nt)                |                    | <del></del>                     |  |
| II.            | Polymer cost per dry ton  |                     | \$                 | /dry ton           | \$                              |  |
|                | \$  |                     |                    |                    |                                 |  |
|                | Ψ   | (Written Ar         | nount)             |                    | <del></del>                     |  |
| III.           | Minimum purchase amo  |                     | C4/                | 11 · · · · · · ·   |                                 |  |
|                | Gallon quantity Pounds quantity   |                     | Cost/ga<br>Cost/po |                    |                                 |  |
|                |   |                     |                    | T                  | <del></del>                     |  |
| Indic          | ate if willing to extend bi   | d prices for the fo | llowing a          | additional years   | •                               |  |
| Ju             | ly 1, 2015 - June 30, 2016  | July 1, 2016        | - June 30          | ), 2017 Jul        | y 1, 2017 – June 30, 2018       |  |
|                | Yes No  | Ye                  | es N               | lo                 | Yes No                          |  |
| *Bidd<br>propo | altant Acknowledgement Following For is advised that effective sal where the Bidder has need to be submitted: | e August 1, 2003, t | he Town            | of Glastonbury     | *<br>cannot consider any bid or |  |
| Type           | or Print Name of Individua  | al                  |                    | Doing Business a   | s (Trade Name)                  |  |
| Signat         | ture of Individual  |                     |                    | Street Address     |                                 |  |
| Title          |   |                     |                    | City, State, Zip ( | Code                            |  |
| Date           |   |                     |                    | Telephone Numb     | per/Fax Number                  |  |
|                | il Address  – If bid is by a Corporation)   |                     |                    | SS# or TIN#        |                                 |  |

# **Attachment A**

# Town of Glastonbury POLYMER PERFORMANCE TEST PARAMETERS

| Drum speed           | % =       | RPM                      |
|----------------------|-----------|--------------------------|
| Flocculator Speed    | %         |                          |
| Raw Sludge Flow      | GPM       |                          |
| Raw Sludge Pump      | %         |                          |
| Polymer System       | lbs/Hr. = | % sol. As active polymer |
| Polymer Used in Test |           |                          |
| SAMPLE RESULTS       |           |                          |
| Raw Sludge           | %         |                          |
| Filtrate             | mg/l =    | %                        |
| Cake                 | %         |                          |
| Capture              | %         |                          |