

INVITATION TO BID



GL-2023-11 - LIQUID POLYMER

DUE DATE AND TIME: JUNE 7, 2022 AT 11:00 AM

**LEGAL NOTICE – INVITATION TO BID
TOWN OF GLASTONBURY
LIQUID POLYMER
GL-2023-11**

The Town of Glastonbury Sanitation Department/Water Pollution Control Division is seeking bids for the purchase of Liquid Polymer to be utilized at its Water Pollution Control Facility for sludge thickening.

Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://app.negometrix.com/buyer/2832> under the bid title “*GL-2023-11 – Liquid Polymer*”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a Bidder are available at this website: <https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4>. Bids shall be submitted no later than 11:00 A.M. on June 7, 2022, after which time the bids will be publicly opened. **No late bids will be accepted.**

This Invitation to Bid, Instructions to Bidders, and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the State Contracting Portal at www.das.state.ct.us, and the Town of Glastonbury website www.glastonburyct.gov at no cost.

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 interest of the Town.

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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INFORMATION FOR BIDDERS

1. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://app.negometrix.com/buyer/2832> under the bid title “*GL-2023-11 – Liquid Polymer*”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a Bidder are available at this website: <https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4> Bidders will be required to upload their bid response as **one consolidated pdf document** in the following file located in the bid portal:
 - Bid Response & Related Documents
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 qualified, responsible and responsive bidder’s cost per dry ton of processed sludge as specified herein. (Reference Quotation Response Form) Polymer shall comply with the minimum specifications herein.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. 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, underlined, and attached to the bid.
6. The bid documents contain the provisions required for the requested item. Information obtained from 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.
7. 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 criterion shall not relieve the bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
8. Any bid may be withdrawn prior to the above scheduled due date and time 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.

9. The bidder agrees and warrants that in the submission of this 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 bid or in any manner which is prohibited by the laws of the United States 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.
10. **THIS ITEM WAIVED** Each bid must be accompanied by a bid bond payable to the Town for 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 Bond and 100% Payment bond are required of the successful bidder. These bonds 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 United States 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 8th, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. 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 Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & Proposals Icon**, which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**. 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. Any bidder, in order to be considered, shall be engaged primarily in the business of liquid polymer processing with a minimum of five (5) years experience.
17. Non Resident Contractors (IF APPLICABLE):
Upon award the Town is required to report names of nonresident (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).
18. Bidder shall include on a sheet(s) attached to its bid 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.
19. Bidder or its 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.
20. Any technical questions regarding this bid shall be made in writing and directed to Chuck Bohaboy, Water Pollution Control Supervisor, at chuck.bohaboy@glastonbury-ct.gov. For administrative questions concerning this bid, please contact Mary F. Visone, Purchasing Agent via email purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable will be forwarded to any known bidder. The request must be received at least five (5) days prior to the response deadline. **It is the responsibility of the bidder to check with the Purchasing Office before submitting any bid for any addenda prior to the bid due date and time.**

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 this bid.

GENERAL REQUIREMENTS

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. The polymer will be used to extract water from sludge by the use of a rotary Drum Sludge Thickener.
- 1.3. The sludge is a waste activated sludge and is thickened up to approximately 4% solids prior to polymer conditioning.
- 1.4. 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.
- 1.5. At this time approximately 650 dry tons of sludge is generated or 2.7 +/- million gallons are processed each year.
- 1.6. Bidder shall provide service and product delivery for two (2) fiscal years, July 1, 2022 thru June 30, 2024. The Town will review an additional two (2) year extension of this bid upon mutual agreement of the Town and Bidder. The Bidder shall indicate with this bid whether they are providing an option to extend for two additional years at the same financial terms and conditions.

2.0 POLYMER AND BIDDER GENERAL SPECIFICATIONS

- 2.1. The Polymer shall be cationic water soluble liquid emulsion ONLY.
- 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. Bidder shall be responsible to inspect existing Town equipment to insure compatibility. Historically the Town has ordered a quantity of two (2) 275 gallon totes per delivery, however, on occasion only one (1) tote is required. The Town reserves the right to order only one (1) tote at the prices quoted as deemed in the Town's best interest.
- 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. The minimum acceptable lead time between ordering and delivery shall be five (5) business days.
- 2.6. Bidder shall provide consultation and assistance to the Town of Glastonbury as required during the term of this bid proposal and shall respond to any requests from the Town within four (4) working days.

3.0 POLYMER FULL SCALE PERFORMANCE TESTING

- 3.1. All Bidders 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 Quote. Testing results shall be completed on form provided. (Attachment A: Polymer Performance Test Parameters)
- 3.2. Performance testing instructions
- A. The full-scale performance test must be scheduled and completed a minimum of one (1) week prior to bid due date. The test shall be performed between the hours of 7:00 AM and 2:30 PM, Monday through Friday. 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.
 - 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.
 - C. The WPC operator shall switch from current polymer tank to the Bidder trial polymer tank and the Bidder shall optimize the RDT without changing the sludge feed rate.
 - D. Once the Bidder is satisfied with the performance, the Bidder and WPC Operator shall measure or mark the depth of the polymer in the tank and record the time.
 - E. The WPC Operator shall grab a feed sludge, filtrate and thickened sludge sample recording date and time on the containers.
 - 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.
 - G. After the four (4) continuous hours of operation with no adjustments, the Bidder and WPC Operator shall measure or mark the depth of the polymer and record the time.
 - H. The WPC Operator shall grab another feed sludge, filtrate and thickened sludge sample recording the date and time on the containers.
 - I. The WPC Lab shall analyze all samples of feed sludge, filtrate and thickened sludge for total solids.
 - J. The run time of the test shall be the difference between the start and stop times.

- K. The polymer gallons per hour shall be determined by dividing the polymer gallons used by the total run time.
 - 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.
 - M. The polymer gallons per dry ton shall be determined by dividing the polymer gallons per hour by the sludge dry tons per hour.
 - N. The polymer cost per dry ton shall be determined by multiplying the polymer gallons per dry ton by the unit price.
- 3.3. Bidder 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.

$$\frac{\text{Lbs polymer used} \times \text{cost/lb}}{(\text{Duration of test} \times \text{feed rate} \times 8.34 \times \text{concentration of feed})/2000}$$

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) working day after the trial run is completed.

- 3.4. All performance testing shall be at no cost to the Town.
- 3.5. The successful Bidder 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 of Glastonbury 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. All policies shall contain a waiver of subrogation. **These requirements shall be clearly stated in the remarks section on the Bidder's 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-VIII. 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
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

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 in favor of the Town of Glastonbury and its employees and agents

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

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 of Glastonbury 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

**ATTACHMENT A
BID RESPONSE PAGE**

BID NO: GL-2023-11 **DATE & TIME DUE:** 06/07/2022 @ 11:00AM

DATE ADVERTISED: MAY 23, 2022 **NAME OF PROJECT:** LIQUID POLYMER

The Bidder acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial/Date) **Addendum #2** _____ (Initial/Date) **Addendum #3** _____ (Initial/Date)

It is the responsibility of the bidder to check with the Town's Purchasing Department for any Addenda before submitting the proposal.

Polymer Cost Per Dry Ton of processed sludge (\$/dry ton) \$ _____ /dry ton
July 1, 2022 – June 30, 2024

- Please also provide the cost per pound of liquid Polymer used to calculate the cost per dry ton:
\$ _____ /per pound

Bidder willing to extend bid one (1) additional year _____ Yes _____ No
July 1, 2024 – June 30, 2025

Bidder willing to extend bid two (2) additional years _____ Yes _____ No
July 1, 2024 – June 30, 2026

NON-COLLUSION STATEMENT:

By submission of this proposal, the Bidder certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other bidder or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____. Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any proposal where the bidder has not agreed to the above statement.

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E-Mail Address	SS # or TIN#

ATTACHMENT B
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 =	%
Thickened Sludge		%
Capture	%	
Polymer Use	lbs/dry ton	
Polymer Cost	\$	/dry ton