

TOWN OF GLASTONBURY
INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME DUE</u>
GL-2013-03	Sewage Sludge Disposal & Wastewater Hauling Services	03-29-12 @ 11:00 A.M.

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

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. All sealed bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated for each category. 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

INFORMATION TO BIDDERS

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 bid total cost unless otherwise specified.
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, underlined, and attached to the bid.**
7. 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.
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. **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. 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 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. 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 www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the Code of Ethics and the Consultant 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. **Non Resident Contractors (IF APPLICABLE)**

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. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form (AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005 (12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.

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 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.
19. It is the responsibility of the bidder to check the Town's website before submitting bid for 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 bids 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 binders 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.

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 the Board of Education 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
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

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

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 and Waiver of Subrogation on the General Liability policy. 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.

1. GENERAL

- 1.1. The Town of Glastonbury, Water Pollution Control Division, is seeking Bids for the transportation and disposal of sewage sludge generated at its Water Pollution Control Facility (WPCF) located at 2149 Main Street, Glastonbury, Connecticut. The Town is also seeking bids for the transportation of wastewater, from our Eastbury Pump Station located at 35 Roaring Brook Plaza, Glastonbury, CT 06033, for disposal at the Water Pollution Control Facility.
- 1.2. Any technical questions regarding this bid shall be made **in writing** (email acceptable) and directed to Chuck Bohaboy, Water Pollution Control Supervisor, 2149 Main Street, PO Box 6523, Glastonbury, CT 06033; chuck.bohaboy@glastonbury-ct.gov. Phone (860) 652-7773, Fax (860) 652-7771 between the hours of 8:00 a.m. – 4:00 p.m. For administrative questions concerning this bid/proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website click on Bids 7 RFP's). The request must be received at least five (5) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**
- 1.3. It is the intent of the Town to enter into a (5) five-year agreement with the successful bidder. Starting July 1, 2012 to June 30, 2017. The Town will only accept bids from those Bidders that provide completed bids for both Sludge and wastewater hauling and disposal. The agreement shall be extended and continue in force for the following and each successive year unless terminated by the Town in writing with Ninety (90) day's written notice.
- 1.4. Bidder shall provide a list of a minimum of four (4) references, with similar scope of services performed. Include with submittal of bid.

2. SCOPE OF SERVICES – SLUDGE HAULING & DISPOSAL

- 2.1. Current Plant Flow is 2.3 million gallons/day with a sludge generation of approximately 725 dry tons/year and estimated for Fiscal Year July 2012 thru June 2013 approximately 3.10 million gallons of sludge. There is no guarantee of sludge quantities.
- 2.2. Bidder shall provide equipment, labor and all insurances required to provide hauling and disposal of sludge generated at the Wastewater Treatment Facility. In addition, backup capabilities to cover equipment or labor shortages.
- 2.3. Sludge generated is primarily from domestic sources with light industrial waste.
- 2.4. Work performed shall include transportation, processing and disposal and shall be in compliance with all latest local, state and federal regulations.
- 2.5. Bids shall be reviewed by Town Staff, Water Pollution Control Authority, and may include a visit to the Bidder's Disposal Site.
- 2.6. Bidders are required to submit alternate transportation disposal methods in complete detail included with this bid, should other options be available.
- 2.7. The pricing schedule has indicated varying sludge solids concentrations included in this bid based on the Town's existing system. Should the vendor offer alternative concentration capabilities, they must be submitted in detail with this bid.
- 2.8. A sample of the bidder's contract must be included with this proposal, if required. If not submitted it is interpreted that the Town's specifications and purchase order serves as the contract. The Town reserves the right to accept or reject bidders in whole or in part.
- 2.9. Normal work hours for sludge disposal loading shall be Monday thru Friday, 7:00 AM – 2:30 PM, unless other arrangements are made.
- 2.10. Town shall use onsite flow meter for loading of tankers. In the event Town's flow meter is inoperable Vendor shall provide alternate method insuring quantity loaded for each load. Bidder shall provide certification of tankers capacities.

2.11. Bidder shall be responsible for all spills due to negligence or equipment failure; cost of cleanup is that of the Bidder.

3. **EXISTING SYSTEMS**

3.1. The mixture of primary and secondary sludge is gravity thickened to approximately 3.0% then pumped to storage tanks having a total storage capacity of 47,800 gallons. The sludge is further processed by mechanical sludge thickening equipment to a range of 5-7% solids and then stored in a storage tank prior to loading into proposed Bidders' equipment via Town pumps. A 6" diameter hose with cam lock fittings is utilized for loading. Scum is stored in a ground level tank with a holding capacity of 2,250 gallons and is disposed of approximately 1x/month (approximately 27,000 gals/year) this material is loaded onto a tanker with Town's pump system as scheduled by the Town. The remaining capacity of the tanker is then filled with sludge which is loaded as outlined within this section.

3.2. The following provides statistical plant data.

Sludge				
Month	FY 12/13	FY 11/12	FY 10/11	FY 09/10
July		247000	266500	244000
August		227500	227500	236500
September		247000	253500	148500
October		234000	221000	524500
November		221000	240500	292500
December			266500	330500
January			253500	253500
February			240500	227500
March			279500	286000
April			273000	286000
May			266500	214500
June			234000	260000
Total	0	1176500	3022500	3304000
Avg		235300	251875	275333
Projected	3104690	2823600		

Projected = Average of all years data times 12

4. **SCOPE OF SERVICE – WASTEWATER HAULING**

4.1. The Town presently operates a holding tank system at this facility with a 25,000 gallon tank capacity.

4.2. Bidder shall provide equipment, labor and all insurances required to provide hauling of wastewater generated at our Eastbury pump station. In addition, backup capabilities to cover equipment or labor shortages.

- 4.3. All work performed shall be in compliance with all latest Local, State and Federal requirements.
- 4.4. It is anticipated pumping of the tank will occur on a scheduled basis to coincide with sludge hauling or as directed by the Town during normal work week Monday thru Friday. Adjustments to the schedule will be required for Holidays and emergencies. Due to odors generated while loading and close proximity to businesses, pumping shall occur off business hours 5:00 am – 6:30 am or 5:30 pm – 8 pm., unless other arrangements are approved by the Town.
- 4.5. A sample of the bidder's contract must be included with this proposal, if required. If not submitted it is interpreted that the Town's specifications and purchase order serves as the contract. The Town reserves the right to accept or reject bidders contract in whole or in part.

Eastbury

Month	FY 12/13	FY 11/12	FY 10/11	FY 09/10
July		71,500	65,000	65,000
August		52,000	52,000	52,000
September		78,000	45,500	39,000
October		71,500	39,000	52,000
November		52,000	52,000	39,000
December			39,000	52,000
January			32,500	45,500
February			39,000	45,500
March			169,000	58,500
April			84,500	58,500
May			78,000	58,500
June			45,500	78,000
Total	0	325,000	741,000	643,500
Mthly Avg		65,000	61,750	53,625
Wkly Avg		16,250	15,438	13,406
Projected	707,379			

Projected = Average of all years data times 12

- 4.6. An average of approximately 19,000 gallons per week is generated at this facility.

5. TANK & SYSTEMS

- 5.1. The system is equipped with a submersible pump system requiring a contractor to connect a hose with a cam lock fitting to a ground level hose connection and activating an electric pump to load the tanker. Pumping capacity is approximately 550 G.P.M.

- 5.2. A stand pipe within tank to ground level will be provided as a backup to be utilized in case of pump failure. The Bidder will be required to provide vacuum pumping capability to evacuate the tank under these circumstances.
- 5.3. In order to maximize hauling efficiencies the Town requests Bidder tanker capacity to be in the range of 5,000-6,500 gallons.
- 5.4. Disposal of Eastbury wastewater is provided to the Bidder at no cost at the Town's Water Pollution Control Facility.

6. **BID AWARDING**

- 6.1. Awarding of Bid shall be calculated based on overall five (5) fiscal years total cost for sludge and wastewater hauling and disposal over the projected contract period. The Bidder with lowest overall cost as calculated is considered lowest bidder. (Note – Additional factors and costs shall be included in final bid award and may include but not limited to, backup capabilities, available hours & laboratory testing costs etc..) **All costs shall be included.** The Town reserves the right to reject any or all bids as deemed in the best interest of the Town. **Items A, B, F and G (Sludge) are not included in the calculation for bid award.**

7. **PAYMENT**

- 7.1. Payment shall be made within thirty (30) days upon receipt of a written invoice submitted to the Town of Glastonbury, Sanitation Department/Water Pollution Control, 2149 Main Street, Glastonbury; CT 06033, to the attention of Michael J. Bisi, Superintendent of Sanitation. Payment shall be determined by multiplying the contract price times the number of gallons transported by the contractor during the prior calendar month.

8. **TERMINATION OF CONTRACT**

- 8.1. The Town of Glastonbury Water Pollution Control Facility upon ninety (90) business days written notice to the hauler may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the agreement. In such case, the hauler is paid for all work executed, prior to agreement termination.
- 8.2. The hauler upon ninety (90) business day's written notice to the Town may, without prejudice to any other right or remedy, elect to abandon the work, and terminate the agreement. In such case, the hauler is paid for all work executed, prior to agreement termination.

9. **BIDDERS' RESPONSIBILITIES**

9.1. All Bidders must provide responses to **ALL** of the following questions blank responses may disqualify bidder.

9.2. Emergency availability (weekends, holidays, after hours, number of trucks and sizes.)?

Bidder Proposes: _____

9.3. List of specific restrictions Note: If no restrictions are listed, it shall be interpreted that there are no restrictions?

Bidder Proposes: _____

9.4. Laboratory testing requirements and methods for sludge. Outline specific parameters and schedule for testing and results? (Sludge Only)

Bidder Proposes: _____

9.5. Bidder's primary sludge disposal location and detailed disposal method? (Sludge Only)

Bidder Proposes: _____

9.6. Bidder's secondary sludge disposal location and detailed disposal method? (Sludge Only)

Bidder Proposes: _____

BID PROPOSAL

BP-1

Proposal of _____
(hereinafter called "Bidder"), organized and existing under 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 hereby proposes to furnish materials and/or services as per Bid Number GL-2013-03 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this Bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

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 within _____ consecutive calendar days thereafter.

The Bidder acknowledges receipt of the following Addendum:

Addendum #1 _____

Addendum #2 _____

% Solids	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	C,D,&E avg/yr	Gal. Multiplier/Yr	Total 5 Year Sludge Cost
	Cost/Gal. 7/12 - 6/13	Cost/Gal. 7/13 - 6/14	Cost/Gal. 7/14 - 6/15	Cost/Gal. 7/15 - 6/16	Cost/Gal. 7/16 - 6/17			
A. 3.0 - 3.9%	\$		\$	\$	\$	\$		
B. 4.0 - 4.9%	\$		\$	\$	\$	\$		
C. 5.0 - 5.9%	\$		\$	\$	\$	\$		
D. 6.0 - 6.9%	\$		\$	\$	\$	\$		
E. 7.0 - 7.9%	\$		\$	\$	\$	\$		
C,D&E Avg/yr	\$		\$	\$	\$	\$	3,000,000	\$
F. 8.0 - 8.9%	\$		\$	\$	\$	\$		
G. 9.0 - 9.9%	\$		\$	\$	\$	\$		

Eastbury Wastewater	Cost/Gal. 7/12 - 6/13	Cost/Gal. 7/13 - 6/14	Cost/Gal. 7/14 - 6/15	Cost/Gal. 7/15 - 6/16	Cost/Gal. 7/16 - 6/17	Sum Year Cost/Gal.	Multiplier gal./Yr.	Wastewater 5 year Total Cost
A. Wastewater	\$	\$	\$	\$	\$	\$	912,000	\$

Sludge calculation is rows C,D, & E averaged, then sum C,D & E avg/yr. across to get C,D & E 5 year Total, then multiply by 3,000,000 gallons per year to get Total 5 year Sludge cost. Wastewater calculation sum fiscal years cost/gal, multiply by 912,000 gallons/year, to get 5 year wastewater cost. Sum both 5 year totals to get sludge and wastewater total cost.

Sludge & Wastewater Total Costs \$ _____

In the event the Vendor has trouble with this electronic form, please print out and legibly fill in data.

Vendor Name _____

Written dollar amount _____ /100

GL-2012-16

BP-3

**TOWN
GLASTONBURY
OF
GLASTONBURY
BID / PROPOSAL
DATE ADVERTISED**

3-12-12

**GL # or RPGL #
DATE / TIME DUE**

**GL# 2013-03
03-29-12 @ 11:00
a.m.**

NAME OF PROJECT

**SEWAGE SLUDGE DISPOSAL & WASTEWATER HAULING
SERVICES**

---BID PROPOSAL---

PLEASE PROVIDE BID INFORMATION ON BID PROPOSAL FORM WHICH IS ATTACHED. BE CERTAIN TO SIGN AND COMPLETE THIS PAGE, FORWARDING TO THE PURCHASING DEPARTMENT ALONG WITH YOUR BID 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 bid or 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#

(Seal – If bid is by a Corporation) Attest