

**TOWN OF ENFIELD, CONNECTICUT
INVITATION TO BID**

Sludge Disposal Service

March 1, 2010

Sealed bids for the service named above will be received at the office of the Director of Finance until 11:00am, Tuesday, March 16, 2010. Thereafter, bids will be opened in public and read aloud.

Specifications and bidding documents may be obtained from the office of the Director of Public Works at The Stanley E. Jablonski Public Works Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, www.enfield-ct.gov.

The Town of Enfield reserves the right to accept or reject any, all, or any part of bids, to waive formalities or informalities, and to award the bid deemed to be in the best interests of the Town.

Lynn Nenni, Director of Finance
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT
STANDARD INSTRUCTIONS TO BIDDERS**

Sludge Disposal Service

March 1, 2010

1. INTRODUCTION

The Town of Enfield is soliciting bids for the above named service. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

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|---|---|
| Advertisement of Invitation to Bid | Monday, March 1, 2010 |
| Pre-Bid Conference (Not Mandatory if bidding only on Option 1. If submitting a bid for Option 2, Pre-Bid conference is mandatory) | 9:00am, Monday, March 8, 2010 @ Water Pollution Control Facility – 90 Parsons Road in Enfield, CT 06082 |
| Public Bid Opening | 11:00am, Tuesday, March 16, 2010 |
| Bid Awarded (Not Definite) | March 19, 2010 |
| Commencement of Work | Within ten (10) calendar days of <u>Notice To Proceed</u> |

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the office of the Director of Public Works at The Stanley E. Jablonski Public Works Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, www.enfield-ct.gov.

4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sludge Disposal Service". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Bids must be at the office of the Director of Finance by the time of the Public Bid Opening date noticed in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirements(s) must be stated in writing and

attached to the bid form, or written on the bid form.

5. COST OF BIDDING DOCUMENTS

If any part of the bidding documents, including the specifications and plans, are provided on paper 18" X 24" or larger, there is a one hundred (\$100) dollar conditional refundable deposit required for each set of documents. Each bidder may obtain no more than two (2) sets of documents. Upon returning the documents in good condition prior to ten (10) calendar days after the bid is awarded, the deposit will be fully refunded. There will be no refund for documents returned subsequent to ten (10) calendar days after the bid is awarded.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents for this project, and has performed an on-site inspection of the work location. Failure or omission of the bidder to receive or examine any information shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

a) Attendance is NOT mandatory at the pre-bid conference for Option 1 in the Scope of Work Section as indicated in section 2 titled Key Event Dates. Failure to attend the conference does not relieve bidders of obligations under this bid.

b) Attendance is mandatory at the pre-bid conference for Option 2 listed in the scope of work as indicated in section 2 Key Event Dates.

8. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

9. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Bidders shall avail themselves of these exemptions.

10. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence
- C. Contractual liability, \$1,000,000 per occurrence
- D. Professional liability Insurance, \$1,000,000 per claim/\$1,000,000 annual aggregate, when professional services are being provided
- E. Owner's, Contractors Protective Liability (OCP) \$1,000,000 per occurrence, when required by the Town of Enfield
- F. Worker's Compensation, as required by Connecticut State statute
- G. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
- H. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.

- I. All insurance may not be canceled or modified without sixty (60) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".
- J. Pollution Liability Insurance in the amount of \$1,000,000 per claim/ \$1,000,000 annual aggregate is required if submitting a bid for Option 2.

11. BID BOND

Bidders are required to furnish a bid surety at the time the first bid is opened in the amount of \$5,000.00. The bid surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Director of Finance, Town of Enfield".

12. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this bid according to its provisions, the Contractor awarded this bid must provide to the Town of Enfield, at the Contractor's expense, a performance and payment bond in the amount of \$5,000.00. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Director of Finance, Town of Enfield", and delivered to the Town prior to commencement of work. On projects less than fifty thousand (\$50,000) dollars the Contractor may substitute the performance bond (but not the payment bond), for a bank certified check or a bank cashier's check in the amount of \$5,000.00.

13. GUARANTEE

The contractor awarded this bid shall guarantee all labor, material and workmanship for a period of one (1) year from the date of substantial completion as determined by the Town, as a condition of the performance bond. Five (5) percent of the total contract amount may be retained by the Town of Enfield for the duration of the guarantee period, or until the work is fully accepted by the Town, whichever is later.

In addition, any product warranty offered by the manufacturer or distributor in excess of one (1) year shall be given to the Town by the contractor at the time of substantial completion.

14. PERMITS

The Bidder is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees. The Town will waive all Town of Enfield fees for building permits and inspections.

15. FAIR EMPLOYMENT PRACTICES

The Bidder agrees not to discriminate against any employee or applicant for employment in the performance of this bid's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition prescribed by State or Federal law.

16. AWARDING THE BID

The Town of Enfield reserves the right to accept or reject, any, all, or any part of bids, to waive formalities or informalities, and to award the bid deemed to be in the best interests of the Town.

It is the Town's policy to not award bids to those who owe Town of Enfield prior year(s) property taxes.

The "Bid Awarded" date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

The lowest priced bid is NOT the sole determining factor when awarding this bid.

SCOPE OF WORK:

Option 1: Bidder shall provide an approved facility for the disposal of sludge cake brought by the Town of Enfield. The facility shall be in compliance with all Federal, State and Local regulations. All permits are required to be submitted with the bid.

Option 2:

a. Bidder shall transport and dispose of sludge cake at an approved facility in compliance with all Federal, State and Local regulations. All permits are required to be submitted with the bid.

b. Bidder must provide the following.

1) Sufficient units to haul sludge cake. Units shall be able to fit into the drop off area 27 feet long through a roll up door measuring 10' 6" wide by 13'10" high. Units shall be water tight with an open top which can be covered after filling to control odors and prevent material loss. Units shall not be filled greater than what is allowed to travel over the road

2) The bidder shall prepare bills of lading to accompany the transportation of the materials to the disposal facility. The bill of lading shall be signed by a representative of Water Pollution Control (WPC) for each load of material that leaves the site. The bidder shall provide original copies of all bills of lading to the WPC representative the same day the material leaves the site.

3) Sludge hauling units shall have a tare weight established at the Town of Enfield scale located at the Transfer Site on Ecology Drive, Enfield, CT 06082. Hauling units shall be permanently marked with their tare weight. The full weight shall be measured at a certified permanent scale at the disposal site. The transportation and disposal of sludge cake will be measured for payment as the actual net weight in tons of material delivered to the disposal facility. A copy of the bill of lading along with the certified weight receipt shall be attached to the invoice for request of payment.

4) The bidder shall provide services as needed by the Town. The bidder is required to respond within 4 hours from the time the Town notifies the bidder that the unit needs to be replaced with an empty unit in the drop area. This may take place on the day shift (7:00 AM to 3:30 PM) or on the 2nd shift from (3:30 PM to 11:00 PM.). At no time will sludge be left in a unit. The bidder will be removed from the contract if the bidder fails to respond within the allotted time.

Sludge cake is produced on average as follows: Monday, 18 Tons; Tuesday, 38 Tons; Wednesday, 18 Tons; Thursday, 38 Tons; and Friday, 28 Tons.

For Option 2, proof of Pollution Insurance is required.

Quantities of cake are provided on the documents attached to this bid documents.

The term of this bid's work is for one (1) year, with options to renew for two (2) additional one (1) year terms. Total work under this bid shall not exceed thirty-six (36) months.

For questions please contact Mr. Marvin Serra, Superintendent, Water Pollution Control at 860-253-6450 or 860-209-1616.

DOCUMENTS ATTACHED:

1. EPA, DEP Required Sludge Analysis for 2009 – Analysis Conducted by Spectrum Analytical, Inc.
2. Tons of solid produced with % solids of sludge cake from January thru December 2009.

Revised July 2009

END OF STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF ENFIELD, CONNECTICUT
BID FORM

Sludge Disposal Service

[BID FORM REQUIRED RESPONSES]

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions, bidding and contract documents, including any addenda, which are all made part of this bid.

Sludge Disposal Services:

Option #1

Price per ton for Disposal of Sludge Cake

\$ _____/Ton

Option #2

a). Price for each Pick Up

\$ _____ Ea.

b). Price per ton for Disposal of Sludge Cake

\$ _____/Ton

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

Address of Company

City, State, and Zip Code

Telephone Number

Facsimile Number

END OF BID FORM