SOLICITATION FOR:

Long-Term Disposal of Liquid Sludge from Wareham Water Pollution Control Facility

#17-IFB-003



WAREHAM, MASSACHUSETTS

RELEASED: **May 22, 2017**

DUE BY: **June 8, 2017**

DELIVER TO:

Town of Wareham Wareham Water Pollution Control Facility 6 Tony's Lane Wareham, MA 02571

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TOWN OF WAREHAM

INVITATION TO BID

Sealed Bids for a one (1) year contract for the Disposal of Liquid Sludge from the Wareham Water Pollution Control Facility will be received at the Office of the Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571until **June 8, 2017 at 11:00 AM** at that time and place, bids will be publicly opened and read aloud.

The work to be performed under this contract includes removal of the entire output of liquid sludge from the plant and transporting it to an authorized off-site location for disposal.

Specifications may be obtained from the Office of Wareham Water Pollution Control Facility at the above address on or after 9:00 AM, Monday, May 22, 2017 or the Town of Wareham's website.

A bid bond, certified check, or treasurer's check issued by a responsible bank or trust company, payable to the town, in an amount equal to 5 percent of the bid must be submitted with the bid.

The successful bidder will be required to furnish a 100 percent Payment Bond and 100 percent Performance Bond.

The Town of Wareham reserves the right to waive any informality, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Wareham is an Equal Opportunity Employer. Bids from Women and Minority Business Enterprises are strongly encouraged.

Derek D. Sullivan Town Administrator

Information for Bidders

Article 1- Location of the Work

The work for this Contract is located at the Town's Water Pollution Control Facility (WPCF) located at 6 Tony's Lane (off Sandwich Road - Route 6), Wareham, Massachusetts.

Article 2 - General Description of the Work

Wastewater treatment residuals consisting of liquid sludge generated by the WPCF shall be removed and disposed of at a suitable facility.

Under this Contract, the Successful Bidder (CONTRACTOR) shall furnish sufficient transport equipment to load and transport the entire output of liquid sludge (approximately 3,471,000 gallons per year, at an average of 4.9 percent total *solids*, based on FY2016 totals) to an offsite location for disposal. In FY2016, the Town transferred liquid sludge to the CONTRACTOR an average of 20 days per month, disposing of an average amount of 13,500 gallons per delivery day. Sludge receipt and disposal typically occurs on weekdays five days per week with the actual disposal schedule to be determined by the TOWN. If it is deemed necessary by the TOWN for liquid sludge removal to occur on a sixth day of the week, the CONTRACTOR shall execute this work at no extra cost to the TOWN above the prices in the Bid Form.

The CONTRACTOR will be the transporter of the residuals from the WPCF and will be required to supply transport equipment on a timely basis. The CONTRACTOR shall also be responsible for disposing of the residuals.

The Bidder shall identify both a Primary and Backup Disposal Site(s) for the liquid sludge. The TOWN reserves the right to verify the CONTRACTOR's actual use of a particular Disposal Site.

The Town of Wareham stipulates that the following trucking route is the only route that can be used in transporting empty sludge tanker trucks into the TOWN and for transporting full sludge tanker trucks out of the TOWN.

The route is:

• North or South on Route 495/25 and exit on to the Wareham bypass road to Sandwich Road (Route 6-West), 0.2 miles to Tony's Lane and the Water Pollution Control Facility.

The secondary Water Pollution Control Facility was upgraded in 2005. Wastewater treatment is accomplished through a biological and chemical nutrient removal process that utilizes the Modified Ludzak Ettinger (MLE) process, attached growth, methanol addition filters and chemical precipitation followed by ultraviolet disinfection. Liquid waste activated sludge (WAS) is dewatered via a solids processing facility that includes a [2.0] — meter gravity belt thickener. In the present mode of operation, WAS is pumped to the sludge holding tanks, decanted, and pumped to trucks for liquid disposal at an off-site facility. The WPCF accepts domestic sewage from Wareham and Bourne and septage from surrounding towns. The WPCF has a *year round average flow of [0.8132] mgd*.

Article 3 - Organization of Contract Documents

The contract documents consist of the following major parts: Invitation to Bid, Information for Bidders, Bid Form, Contract, Detailed Specifications, Bid Bond and Consent of Surety, Identification of Primary Disposal Facility, Identification of Backup Disposal Facility, Sludge Quality Testing Results, and the Existing Sludge Loading Bay Figure.

The successful Bidder, if and when awarded the Contract, shall sign a Contract embodying among other things the Invitation to Bid, Information for Bidders, Bid Form, Detailed Specifications, Performance Bond, Payment Bond, Certificate of Insurance, Identification of Primary Disposal Facility, Identification of Backup Disposal Facility, Sludge Quality Testing Results, and the Existing Sludge Loading Bay Figure.

Article 4 - Special Items of Interest to Bidders

For the sole purpose of convenience for the Bidders, the following outline of special items of interest is listed below:

Each Bidder should visit the work site prior to submission of a Bid. In preparing his/her Bid, each Bidder must become thoroughly familiar with all aspects of the work as described in the Contract Documents and take into account the existing conditions at the WPCF.

Each Bid must be accompanied by a Bid Bond, the coverage of which is specified by the TOWN.

Each Bidder should be aware of the insurance requirements for this contract.

Estimates and Payments: Partial payment will be made, but not more often than once a month, which will include payment for the work performed during the previous month.

Each Bid must be accompanied by the information specified by the TOWN in the Qualifications of Bidders (Article 11).

Article 5 - Notice to Begin Work

The CONTRACTOR shall start work no later than **July 1, 2017** unless otherwise agreed.

This is the official commencement date and the contract time renewal periods and bond terms shall be computed with reference to this date.

Article 6 - Damages

The WPCF operates under a National Pollution Discharge Elimination System (NPDES) Permit. Bypassing, spilling, or discharging of sludge or raw sewage into the waters of the United States is a violation of the Permit terms and conditions and could result in considerable fines and other penalties being levied against the TOWN.

If an emergency situation occurs as a result of a failure on the part of the CONTRACTOR to supply sufficient transport equipment capacity to the plant in a timely manner for the loading of material, or if the CONTRACTOR fails to perform under the requirements of this contract causing the TOWN to violate its NPDES permit or causes a spill or results in damage to treatment plant facilities or equipment, then the CONTRACTOR will be held accountable and will forfeit out of monies due, a sum equal to 100 percent of any cost or expense incurred in connection with alleviating such emergency condition, including without limitation, any fine or penalty which may be imposed by an appropriate governmental authority including, but not limited to, the U.S. Environmental Protection Agency or the Massachusetts Department of Environmental Protection.

OWNER and CONTRACTOR recognize the essence of using the specified truck route. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for not using the specified truck route (but not as a penalty) CONTRACTOR shall pay OWNER \$500 per day for each occurrence.

Article 7 - Contractor's Responsibility

The CONTRACTOR shall be responsible for the security of his/her equipment when moved onto the WPCF site.

During the course of this Contract, the CONTRACTOR shall take all reasonable and necessary precautions to protect the property of the Town of Wareham from damage resulting from CONTRACTOR's operations or CONTRACTOR's approved subcontractor's operations under this Contract.

Article 8 - Forms to be Completed

The following is a list of forms contained in the Bid Documents that are to be completed:

- Bid Form
- Bid Bond and Consent of Surety
- Identification of Primary Disposal Facility
- Identification of Backup Disposal Facility
- Certificate of Non-Collusion
- Certification to Payment of Taxes by Contractor

Article 9 - Liquid Sludge Quantities and Characteristics

Based on the total WPCF liquid sludge disposed of in fiscal year 2016, the average volume of liquid sludge generated at the WPCF is estimated to be 66,700 gallons per week. However, due to variabilities in treatment parameters, seasonal variations, influent flows, and the sludge disposal schedule, the volume of liquid sludge to be disposed of will vary between a low of 9,000 gallons to a maximum of 45,000 gallons per day.

The quantity of liquid sludge hauled from the WPCF in fiscal year 2016 and the average percent solids for each month is included in Table 1. Table 1 is included for information purposes only and the OWNER shall determine the actual schedule and daily volume of shipments for future years. In FY2016, the TOWN transferred liquid sludge to the CONTRACTOR an average of 20 days per month disposing of an average amount of 13,500 gallons per delivery day. The actual volume of liquid sludge can vary widely depending on the season and other factors. The liquid sludge analytical- data including Toxicity Characteristic Leaching Procedure (TCLP) data are shown in Attachment 1. The TOWN makes no representations or guarantees as to the actual amounts or characteristics of the sludge.

Table 1
Wareham Water Pollution Control Facility
Liquid Sludge Disposal
Fiscal Year 2016

MONTHLY DISPOSAL			TRUCKS PER MONTH
Month	Volume (gals)	Metric Ton	
January 2016	449,600	48.25	50
February 2016	423,850	44.95	47
March 2016	352,375	50.17	39
April 2016	257,875	41.01	29
May 2016	307,525	52.34	34
June 2016	312,950	58.43	35
July 2016	202,225	37.54	22
August 2016	301,500	52.13	34
September 2016	232,000	38.95	26
October 2016	217,875	33.50	24
November 2016	182,250	32.75	20
December 2016	231,775	41.76	26
Total	3,471, 800	531.81	386

Article 10 - Minimum Wage Rates

There are no prevailing minimum wage rates that apply to this contract.

Article 11 - Qualifications of Bidders

The Bidder shall submit with the Bid, the following information that shall be for the guidance of the TOWN in determining if the Bidder is a responsible Bidder.

- If the Bidder is a corporation, a statement of the names of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the Commonwealth of Massachusetts. If a partnership, a statement of the names of its members indicating which are general and which are special partners. A statement listing all parent or related companies, if the company performing the work is a subsidiary.
- 2. Corporate descriptive materials and histories for the Bidders and any contracts, subcontracts, or partnerships in joint ventures related to the type of work called for in these specifications.
- 3. Financial statements for the past three fiscal years (10-K forms, if available) to include, at a minimum, balance sheet, statement of operation and changes in financial position and notes thereto. Most recent interim financial statement (10Q forms, if available) shall be submitted as well. This information should be submitted for all entities that are proposing to participate in the project, in any form, including joint ventures, partnerships, etc., and any controlling entity and proposed subcontractors.
- 4. An organization chart for the project naming the key personnel, their technical experience, and showing the chain of command and the responsibilities and corporate affiliation of each key individual.
- 5. Listing of contracts that the Bidder is performing or has performed during the last five (5) years similar to the work called for in these specifications. Include at least three (3) customer references with following information:
 - a. Company name, address, contact person, and responsibility.
 - b. Nature and amount of waste managed and method of disposal.
 - c. Period of time CONTRACTOR performed service.
 - d. Total dollar amount of service invoiced.
- 6. Dun and Bradstreet number or other financial rating classification.
- 7. Copies of approved permits from all applicable Town, County, State, special district, and federal jurisdictions for transporting and processing or disposing of sludge of indicated quality and estimated quantity. The Bidder shall attach an

inventory of all permits/licenses necessary to execute the Contract including type, number, location, issuance, date, expiration date, copies of all these permits, all reports filed with regulatory agencies within the previous 12 months as a condition of these permits, and a sworn statement attesting to the fact that the permits/licenses so inventoried: (a) are all that are currently necessary to perform the required Disposal of Residuals from the WPCF, (b) consistent with the issuer's duration provisions, offer the specified days authorization of required service capabilities, (c) are currently in good standing, and (d) to the maximum extent permissible by law and regulation, can be exercised on the TOWN's behalf in executing the services without further conditions, qualifications, regulatory agency authorization, or other intervention.

- 8. The Bidder shall attach to the bid the following data relating to the transport capability which the Bidder proposes to use:
 - a. Name (if a proposed subcontractor will be used for transport capability).
 - b. Office address and telephone number (if a proposed subcontractor will be used for transport capability.)
 - c. Ownership: names, address, telephone numbers of entity and principals (if a proposed subcontractor will be used for transport capability).
 - d. Description of proposed method of transport of TOWN's sewage liquid sludge including complete inventory of equipment (number, type, and capacity) sufficient to demonstrate the adequacy of installed equipment.
- 9. The Bidder shall attach to the bid the following data relating to each of the Primary and Backup Disposal Site(s) which the Bidder proposes to use:
 - a. Name.
 - b. Disposal facility site location, address, and telephone number.
 - c. Office address and telephone number.
 - d. Ownership: names, address, telephone numbers of entity and principals.
 - e. Description of proposed method of disposing of the TOWN's liquid sludge from the WPCF including schematic, complete inventory of process(es), and equipment (number, type, and capacity) sufficient to demonstrate the reliability and efficiency of installed technologies and equipment.
 - f. The Bidder shall supply a sworn Certification which shall specify at a minimum: (1) daily maximum processing capacity for liquid sewage sludge, (2) current daily quantity of liquid sewage sludge processed, (3) remaining capacity, and (4) the facility is in environmental compliance with all applicable laws and regulations.

10. Submit a plan describing how the Bidder intends to guarantee the removal, transportation, and disposal of the liquid sewage sludge. The plan shall also address any arrangements made to use any storage or local staging area and how the Bidder intends to promptly accommodate variability in quantities. The Bidder must state its abilities in this regard and its means for having all removal, transport, and disposal available on a standby basis for such variability.

Article 12 - Disposal Definition

For the purposes of this contract, "Disposal" is defined as the environmentally sound use of sewage sludge or sewage sludge product in accordance with all applicable laws, rules, and regulations governing such use at the site where such product is used. Disposal of dewatered liquid sludge could be, but is not limited to land filling, land application or composting, or other beneficial reuses, incineration or other EP A approved methods, technologies or treatment options.

Article 13 - Interpretations

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and received by fax (508-291-0155) at Wareham Water Pollution Control Facility; Attention: Mr. Guy S. Campinha, Sr., Director, at least 7 days before the date herein set for the opening of the Bids.

Written clarification or interpretation will be issued by Addenda. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect.

Addenda will be sent via mail, fax, e-mail to all parties recorded as having received the Contract Documents. Addenda will also be located on the Town of Wareham's website.

Article 14 - Bid Bond

Each Bid must be accompanied by Bid Bond, or a Certified Check on, or a Treasurer's or Cashier's Check issued by, a responsible Bank or Trust Company, payable to the Town of Wareham. The Bid Bond shall be of an amount equal to 5 percent of the contract price. The contract price used to determine the Bid Bond amount shall be based on 445 sludge hauling loads times the CONTRACTOR's Liquid Sludge Hauling Cost per Load plus 450 dry tons times the CONTRACTOR's Liquid Sludge Disposal Cost per Dry Ton. The Bid Bond shall be sealed in a separate envelope from the Bid and attached to the envelope containing the Bid. All Bid Bonds except those of the three lowest responsible and eligible Bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the Bids. All Bid Bonds will be returned on the execution of the Agreement or if no award is made, within 30 days, excluding Saturdays, Sundays, and legal holidays after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds and Certificate of Insurance within 10 days of notification of award, TOWN may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void, and the Bid Bond accompanying the Bid Form shall be forfeited to TOWN as liquidated damages for such failure or neglect and to indemnify said TOWN for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to TOWN shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible Bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Bond may be returned to the Bidder. After execution of the Agreement and acceptance of the bonds by TOWN, the Bid Bond accompanying the Bid Form of the Successful Bidder will be returned.

Article 15 - Bid Form

Each Bid shall be submitted on the Bid Form appended to the Bid Document. The Bid Form shall be removed and submitted separately. All blank spaces for Bid Prices must be filled in with the appropriate sum for which the Bid is made for a given year.

Bid Forms shall be completed in ink or by typewriter. The Bid Price of each item on the form shall be stated in words and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.

Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

All names shall be typed or printed below the signature.

The address to which communications regarding the Bid are to be directed shall be shown.

One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, Bidder's address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED"; on the face.) The Bid Bond shall be submitted in a separate envelope from the Bid and attached to the envelope containing the Bid.

Article 16 - Receipt of Bids

Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid.

TOWN may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his/her Bid is in the possession of the responsible official or his/her designated alternate prior to the stated time and at the place of the Bid Opening. TOWN is not responsible for Bids delayed by mail and/ or delivery services, or any other method.

Article 17 - Modification and Withdrawal of Bids

Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids. Any Bid received after the time and date specified shall not be considered.

Article 18 - Award of Contract

The Contract will be awarded to the lowest responsible and eligible Bidder (Successful Bidder) as described below.

Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the work.

TOWN reserves the right to reject any and all Bids, to waive any and all informalities if it is in the TOWN's best interest to do so, and the right to disregard all nonconforming, non-responsive, or conditional Bids.

TOWN also reserves the right to reject the Bid of any Bidder that TOWN considers being unqualified relative to Article 11 above.

If the Contract is to be awarded, TOWN will give the Successful Bidder a Notice of Award within 30 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. The TOWN may, in its sole discretion, release any Bid and return the Bid Bond prior to that date.

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Wareham, Massachusetts,
acting by and through its Board of Selectmen, hereinafter referred to as "Town," and
hereinafter referred to as "Contractor," effective as of theday
of, 2017. In consideration of the mutual covenants continued herein, the
parties agree as follows:
ARTICLE 1: SCOPE OF WORK:
The Contractor shall perform all work, furnish all equipment, labor, supplies, permits and materials
necessary to complete the following work described in the Information for Bidders.
ARTICLE 2: TIME OF PERFORMANCE:
The Contractor shall commence work under this Contract on July 1, 2017. This contract shall extend to
June 30, 2018. If sufficient funds are not appropriated or otherwise made available, the Town
shall cancel the Contract pursuant to G.L. c.30B, § 12 (d).
ARTICLE 3: COMPENSATION:
The Town shall pay the contractor for the performance of the work outlined in Article 1 above the
sum of _\$ Periodic payments shall be made for completed work or delivery
and disposal of liquid sludge and upon submission of an invoice.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

- I. This Agreement.
- 2. Amendments, change orders, or other changes mutually agreed upon between the parties.
- 3. Contract proposal or bid.
- 4. The Invitation for Bid/Request for Proposals.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Contract by providing the Contractor within thirty (30) days written notice. Either party may terminate this contract by providing ten (10) days written notice in the event of a substantial failure by the non-terminating party to perform its obligations hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town's officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Contract is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable laws, regulations, and orders of the Commonwealth of Massachusetts and all local by-laws and regulations relating to the performance of this Contract. Such laws, regulations, and orders may include, but are not limited to non-discrimination laws; prevailing wage laws; the protection of work, property, persons and employees. The Contractor shall procure and pay for all applicable permits, licenses, and approvals.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Contract without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the Town. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Contract shall be in accordance with M.G.L. c.30B, §13.

ARTICLE 11: INSURANCE:

The Contractor shall carry insurance as described in Exhibit A

CERTIFIED AS TO PAYMENT OF STATE TAXES

	gnatory of the Contractor named herein, certify under the aplied with all laws of the Commonwealth of Massachusetts
Social Security Number of Federal Identification Number	Signature of Individual or Corporate Name
	By: Corporate Officer (if applicable)
IN WITNESS WHEREOF, the parties hereto ha	ve caused this Contract to e executed on the day and year firs
above written.	
CONTRACTOR	TOWN OF WAREHAM, MASSACHUSETTS
Title	
Titte	
Approved as to Availability of Funds:	
Town Accountant	(\$) Budget Amount
WPCF Account Number	

Name of Bidder

BID FORM

Itemized Proposal

This itemized proposal is for hauling and disposal of liquid sewage sludge from Wareham Water Pollution Control Facility (WPCF)

Furnish all labor, material, and equipment necessary for the removal and vehicle transport of liquid sludge as described in Article 9 of the Information for Bidders. Liquid sludge will be brought to either Primary Disposal Facility, the same pricing being applicable to both primary and backup sites. Contractor must submit price for the year.

Pricing

Contract Period	Liquid Sludge Hauling	Liquid Sludge Disposal
	Cost in Amount per Load	Cost in Amount per Dry
		Ton
Year 1	Year 1	Year 1
	\$	\$
	Price in Figures	Price in Figures
	\$	\$
	Price in Figures	Price in Figures