

CITY OF MIDDLETOWN-PURCHASING OFFICE
MUNICIPAL BUILDING, ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895



CONTRACT DOCUMENTS

BID #2013-028

**TRANSPORTATION OF SLUDGE
TO MATTABASSETT DISTRICT FACILITY**

WATER & SEWER DEPARTMENT
City of Middletown, Connecticut

BID OPENING: Wednesday, November 20, 2013 at 11:00 am

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES

CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES

The contract documents for the contract entitled:

BID 2013-028 TRANSPORTATION OF SLUDGE TO MATTABASSETT DISTRICT FACILITY- WATER & SEWER DEPARTMENT

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Hereinafter referred to as the **Contract Documents**

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Wednesday, November 20, 2013 at 11:00 am** for the following contract:

**BID #2013-028
TRANSPORTATION OF SLUDGE TO MATTABASSETT DISTRICT FACILITY
WATER & SEWER DEPARTMENT**

*****A pre-bid conference** and tour will be held on at the Water Pollution Control Facility (WPCF), 100 River Road, Middletown, CT on **Wednesday, November 6, 2013 at 10:30 am.** **Bidders are encouraged to attend this meeting in person or by representative.**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

All questions concerning this bid should be directed in writing to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as designated in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **10/31/2013**
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or providing the specified service will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and any interest public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; **must be signed and acknowledged by the bidder where indicated on the proposal form**; sealed in an envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) consecutive calendar days after the bid opening, the City will act upon them. The acceptance of a proposal will be either a written notice of award, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to

do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8 (m), as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract to the **lowest responsible bidder** submitting the **lowest total cost** complying with these specifications providing that there is sufficient funding to award this contract. **However, the City reserves the right award based on whatever is in its best interests.**

In evaluating the lowest responsible bidder, the City shall consider the following performance criteria, in addition to those specified, under section 78-8 (m) as amended, of the Middletown Code of Ordinances:

- A. The bidder's prior experience in planning and executing an agreement of the type described herein.
- B. Degree to which the proposal bid is responsive and consistent with the specifications and general conditions described herein.
- C. Contractor's performance on similar transportation agreements for others.

8. Term of contract - The successful bidder shall be available to service the City immediately upon receipt of an approved purchase order which shall serve as a Notice to Proceed.

The term of this contract shall be for a period of twenty four (24) months commencing on or after **December 1, 2013 to November 30, 2015** with an optional one year (1 year) extension, with the successful bidder. **Bid pricing shall be fixed for the duration of the contract.**

9. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include all per round trip price, fully licensed and registered transport truck, fully licensed driver and all motor fuels and maintenance costs

necessary to comply with the City's requirements pursuant to this contract.

10. Interpretations and Addenda - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to: Supervisor of Purchases, Municipal Building, Middletown, Connecticut, 06457. **Questions may also be faxed to 860-638-1995.**

To receive consideration, such questions must be submitted in writing by **Wednesday, November 13, 2013 by 3:00 pm**. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange an Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.middletownct.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

11. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated at the bid pricing for only those services performed up to the end of that month, at which time this contract shall terminate.

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt

of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

13. Time for Performance - Sludge removal services shall be provided on an " a daily basis" subject to the department's needs. Sludge removal services shall be provided in accordance with the schedule specified herein.

Failure to meet such required service time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such service from the most expeditious alternate source available to them. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

14. Pre-bid Conference and Inspection - A pre-bid conference has been scheduled for: **Wednesday, November 6, 2013 at 10:30 am. at the WPCF, 100 River Road, Middletown, CT.** All prospective bidders are invited to attend this meeting to allow for questions and clarifications of the contract documents and to insure their understanding prior to bidding the project. All interested bidders are requested and encouraged to attend this meeting.

The pre-bid conference shall provide a means for the bidder to identify inconsistencies in the bid documents. Should the bidder fail to identify inconsistencies at this time and a question arises after the bidding period, it shall be assumed that the bidder had a clear understanding of the requirements of the contract and submitted their bid accordingly.

15. Site Visit: The bidder shall be required to complete an inspection of the site of proposed work to familiarize themselves with existing conditions and the scope of this project. Failure to complete this inspection shall not relieve the bidder of this responsibility nor entitle them to any additional consideration or compensation with respect to this contract.

Should the bidder identify inconsistencies in the contract documents or have questions regarding this project upon this inspection they shall be required to contact in writing by email purchase@middletownCT.gov or fax to the City Purchasing Department at **(860) 638-1995** before **Wednesday, November 13, 2013 by 3:00 P.M.** Any interpretation made as to the meaning or content of these specifications made by any individual other than the Purchasing Department shall not be binding. Failure of the bidder to direct questions to the purchasing Department may be cause for the disqualification of their bid.

16. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

17. Quantities - The quantities of gallons of sludge per day to be transported are **approximate only** as determined by the Water & Sewer Department and are not **guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required at the time the contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest. **Bidders are advised that the City does not provide a guaranteed minimum payment for the transporting and removal services of sludge.**

18. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

20. Invoicing and Payment - The selected bidder shall submit itemized invoices to the Director of Water & Sewer on a monthly basis. The invoice shall detail the unit price per gallon times the number of gallons transported by the contractor during the prior month. The Department Director shall then forward the invoice to the Finance Department for Payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

Payment terms for the City of Middletown shall be Net 30 days from receipt of invoice unless specified otherwise.

21. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

22. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to

accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed,

age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR
(Middletown Based Businesses Only)

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include: (Check the one which applies.)

____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.

____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public: _____
My Commission Expires: _____

BID #2013-028
TRANSPORTATION OF SLUDGE TO MATTABASSETT DISTRICT FACILITY
WATER & SEWER DEPARTMENT
CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

The City of Middletown Water Pollution Control Authority is seeking bids for the transportation on a daily basis of sewerage sludge generated at its Water Pollution Control Facility (WCPF) located at 100 River Road, Middletown, CT to the Mattabasset District Facility.

Work performed shall include providing all transportation vehicles, properly licensed drivers, and tankers; maintenance, registration and licensing of same in compliance with all current local, state and federal regulations. Additionally, the contractor will be required to have personnel assist Middletown staff in the loading of the truck at the Middletown Water Pollution Control Facility, and the contractor will be responsible for all off loading operations in conformance with the receiving facility's requirements.

*****A pre-bid conference** and tour will be held on at the Water Pollution Control Facility (WCPF), 100 River Road, Middletown, CT on **Wednesday, November 6, 2013 at 10:30 am.** **Bidders are encouraged to attend this meeting in person or by representative.**

It is the intent of the City of Middletown to enter into an initial twenty- four (24) month agreement with an optional one year (1 year) extension, with the successful bidder. The initial term of this contract will start on **December 1, 2013 and run through November 30, 2015.** The agreement shall be extended and continue in full force for the successive year, if mutually agreeable by the parties, or unless subsequently terminated by the City in writing with sixty (60) day's notice.

The City reserves the right to reject any bid whenever it is deemed to be in its best interest. The contractor's bid to furnish equipment does not obligate the City in any manner except when such equipment is used by the City.

Successful bidders shall furnish within 10 days after notification, Certificates of Insurance, in accordance with the limits included herein. Insurance certificates **MUST** be on file in the Risk Managers Office, City of Middletown, Connecticut before the start of the work.

SPECIFICATIONS

The primary scope of work for this contract is for the transportation on a daily basis of sewerage sludge generated at its Water Pollution Control Facility (WCPF) located at 100 River Road, Middletown, CT to the Mattabasset District Treatment Facility 245 Main Street, Cromwell, CT approximately 6 miles round trip.

Based on historic operations, it is anticipated that the facility will **load approximately 20,000 gallons** of sludge per day on average. This quantity is subject to seasonal and operational variations and is not to be construed to be a representation of minimum quantities under the contract. Normal work hours for sludge loading shall be Monday thru Friday 7:00 AM – 2:30 PM. The City of Middletown may from time to time require shipments of more than 20,000 gallons in a day and may require shipments after 2:30 pm and on non-holiday weekends at bid price.

Sludge solids range from approximately 2.0% to 6.0% but makes no warrantee or guarantee as to solids content. Sludge generated is primarily from domestic sources with some light industrial waste and will be required to be transported Monday through Friday. The City of Middletown has an obligation to direct all of its sludge to the Mattabasset District, at this time.

In addition, the City is requesting alternate pricing to transport sludge to the Metropolitan District Commission (MDC) Facility, at Brainard Road, Hartford, CT is being requested at this time, approximately 30 miles round trip. **This option will be utilized during emergencies only.**

The bidder must provide for the full volume of the truck for transport. The only exception would be if the City of Middletown cannot fill the truck to capacity due to a malfunction on behalf of the City's equipment, and has no choice but to dispatch the vehicle from its facility, the City of Middletown will pay for shipment as if the truck were full.

Normal work hours for sludge loading shall be Monday thru Friday 7:00 am – 2:30 PM, unless other arrangements are made.

EXISTING SYSTEMS: The mixture of primary and secondary sludge is generated by the STP pumped directly to two individual sludge storage tanks each with a volume of 50,000 gallons. The sludge will be loaded onto the bidders tanker truck with the City's own pumping equipment, as scheduled by the City of Middletown.

A 6" diameter hose with cam lock fitting will be used for loading of sludge to the bidders tanker truck. Trucks must be able to accept this type of fitting..

POLICIES: The following policies will govern during the sludge transport period:

- All trucks must be fully DMV compliant, and shall also be DEP compliant for the specified purpose, and properly registered and placarded with all required agencies.
- The sludge hauling firm will be required to maintain insurance as listed on Exhibit A – Insurance Requirements for the term of this agreement.
- Contractor is required to complete the Truck Information form provided on page 17 of the proposal pages. Said form **must be submitted with the bid.**

AWARD: Method of awarding the bid will be evaluating the most economical situation and overall cost to the City over the length of the agreement. Bids shall be reviewed by the Supervisor of Purchasing and the staff of the Water & Sewer Department.

EQUIPMENT: All trucks must be fully DMV compliant and shall be DEP compliant for the specified purpose and properly registered and placarded will all required agencies.

Selected vendor may store the truck (s) at the owners facility during the performance of this contract, however the City has the right to rescind this allowance with cause and prior notice.

Vendor shall provide certification of tankers capacities and method to insure quantity loaded on each load, to include flow metering each load if available. The City of Middletown encourages bidders to offer tractor/trailer vehicles with a tank capacity with a minimum of 5,000 gallons up to the maximum of 6,500 gallons for sludge transport. Trucks (s) must be capable of transporting the daily average within 7 hours of each operating day.

The sludge hauling firm will be responsible for the sludge from the time that it is loaded into their equipment and off loaded at the receiving facility.

It is the responsibility of the selected vendor to keep their fleet operational in accordance with all current DMV and DEP requirements. Maintenance, repairs and fuel required by trucks are to be made at the expense of the equipment owners. It is the responsibility of the vendor to secure and provide replacement equipment to ensure that transportation of the sludge is not suspended. Time lost due to equipment breakdowns will not be paid for by the City.

The City will not provide or sell fuel to the contractor for the operation of their equipment pursuant to this contract.

PAYMENT: The City shall provide payment on a monthly basis. Payment shall be determined by multiplying the contracts fixed unit price per gallon times the number of gallons transported by the bidder during the period month.

The bidder must provide the original delivery receipt ticket from the receiving plant to confirm actual quantities of sludge transported and delivered. This receipt must be attached to all invoices to confirm quantities.

BID # 2013-028
TRANSPORTATION OF SLUDGE TO MATTABASSETT DISTRICT FACILITY
WATER & SEWER DEPARTMENT
CITY OF MIDDLETOWN

GENERAL CONDITIONS

Article 1. Indemnification:

To the fullest extent permitted by law, the bidder agrees to indemnify and hold harmless the City of Middletown, its officers, agents, servants, and employees against any and all liability, judgements, costs expenses, attorney's fees and other loss, against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the bidder in the performance or lack of performance of the services required under this Contract.

Article 2. Bidder's Claims for Damage:

If the bidder claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the Owner or any of his agents, he shall, within one week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, file with the Engineer an itemized statement of the details and amounts of such damage; and unless such statement shall be made within the time and manner as required, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim, or part thereof, not considered valid.

Article 3. Conditions Under Which the Owner May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the Owner, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Owner, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract, or the work is not being done in an acceptable workmanlike manner, as determined by the City of Middletown, the Owner may notify the bidder to discontinue all work or such part thereof as the Owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools of every description as may be found upon the line of said work.

If the Engineer shall certify as aforesaid as to the rate of progress, the Owner may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the Engineer, be necessary to insure the completion of the work or such part thereof within the time specified herein, and charge the expense thereof to the bidder. Neither the notice from the Owner to the bidder to increase his force nor the employment of additional force by the Owner, shall be held to prevent a subsequent notice of the Owner to him to discontinue work under the provisions of the preceding portion of this Article.

Article 4. Payments:

The bidder shall each month submit, in writing, a statement of the amount of work performed during that period to the Department of Finance for payment. At the option of the City, payments may be made more frequently. All prior payments are subject to corrections, and adjustments made for such corrections may be done within the current payment period.

Article 5. Last Payment to Terminate Liability to the Owner:

Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the City or its agents from any and all claims and liabilities of the bidder for any act or neglect of the City or its agents relating to or affecting the work during that period covering the

payment.

Article 6. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State. All purchases made by the City of Middletown are exempt from payment of Federal Excise Tax and Connecticut Sales Tax.

Article 7. Discrimination:

The bidder agrees and warrants that, in the performance of this contract, he will not discriminate or permit discriminating against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, physical or mental disability (unless it is shown by such bidder that such disability prevents performance of the work involved under this contract); and further agrees to provide the Affirmative Action Administrator of the City of Middletown with such information as may be requested by said Administrator concerning the employment practices and procedures of the bidder as they relate to the provisions of this section.

Article 8. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference, within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1978; and as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Article 9. Changes in the Work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 10. Connecticut General Statutes 31-286a, as amended:

All bidders are required to conform to C.G.S. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized C.G.S. Section 31-286a, as amended, Conformance Form.

**BID 2013-028
TRANSPORTATION OF SLUDGE TO MATTABASSETT DISTRICT FACILITY
WATER & SEWER DEPARTMENT
CITY OF MIDDLETOWN**

BID PROPOSAL PAGE

Issue Date 10/31/2013 Reply Date: **Wednesday, November 20, 2013 at 11:00 am**

To: Purchasing Agent
 City of Middletown
 Room 112, Municipal Building
 245 DeKoven Drive
 Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, general specifications, general conditions and related contract documents and propose and agree to contract with the City of Middletown in the form of an agreement to provide sludge removal services for a contract term to commence on or after **December 1, 2013 and terminate November 30, 2015** for a contract term of twenty-four (24) months.

Bid must be signed by bidder to be accepted:

COMPANY NAME

SIGNATURE AND TITLE

The following pages must be submitted by the bidder:

- Proposal Pages (14-18)
- Truck / Equipment Listing (Pg. 17)
- Non- Collusive Bid Statement (Pg. 19)
- Copy of State of Connecticut DMV and DEP Licenses
- Reference Page (Pg. 20)
- Statement of Contractor's Qualifications (Pgs. 21-22)
- Affidavit of Local Vendor (if applicable – Middletown businesses only) (Pg. 9)

ITEM #	QTY	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	SIZE OF TANK IN GALLONS	UNIT PRICE PER GALLON	EXTENSION (IN FIGURES) QTY X PRICE PER GALLON
BASE BID Transportation to Mattabassett Facility					
1	7,930,000 GALLONS	Transport of Sludge to Mattabassett District Facility During Normal Business Hours Monday – Friday: 7:00 am to 2:30 pm _____ (_____) Written figures	_____	\$ _____	\$ _____
2	130,000 GALLONS	Transport of Sludge to Mattabassett District Facility After Normal Business Hours Monday – Friday: 2:30 pm to 11:00 pm _____ (_____) Written figures	_____	\$ _____	\$ _____
3	130,000 GALLONS	Transport of Sludge to Mattabassett District Facility Weekends and Holidays Hours of 6:00 am – 9:00 am _____ (_____) Written figures	_____	\$ _____	\$ _____
TOTAL BASE BID: ITEMS #1 – 3 INCLUSIVE: _____ (\$ _____) Written figures					
ALTERNATE BID Transportation to MDC Facility					
4	130,000 GALLONS	Transport of Sludge to MDC Facility During Normal Business Hours Monday – Friday: 7:00 am to 2:30 pm _____ (_____) Written figures	_____	\$ _____	\$ _____

ITEM #	QTY	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	SIZE OF TANK IN GALLONS	UNIT PRICE PER GALLON	EXTENSION (IN FIGURES) QTY X PRICE PER GALLON
5	130,000 GALLONS	Transport of Sludge to MDC Facility After Normal Business Hours Monday – Friday: 2:30 pm to 11:00 pm _____ (_____) Written figures	_____	\$ _____	\$ _____
6	130,000 GALLONS	Transport of Sludge to MDC Facility Weekends and Holidays Hours of 6:00 am – 9:00 am _____ (_____) Written figures	_____	\$ _____	\$ _____

TOTAL ALTERNATE BID: ITEMS #4 – 6 INCLUSIVE:

_____ (\$ _____)

Written figures

Quoted bid prices are all inclusive of all labor, equipment, fuel oil and transportation of the sludge to the disposal facility.

TOTAL BID FOR ALL ITEMS: #1 – 6 INCLUSIVE:

_____ (\$ _____)

Written figures

LICENSE INFORMATION:

D.E.P. LICENSE _____ DMV LICENSE _____

DATE OF ISSUE: _____ DATE OF ISSUE: _____

DATE OF TERMINATION: _____

(ATTACH A COPY OF EACH)

**PLEASE ATTACH BIDDER REFERENCE SHEET:
REFER TO PAGE 20 OF THESE SPECIFICATIONS FOR FORM**

This bid is made with the understanding that it cannot be withdrawn for thirty (30) days after the date set for opening of bids.

Be it understood and agreed that the prices bid for unit quantities of work in various items shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the prices obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the bidder. The City of Middletown reserves the right to add any new items or to diminish or increase the quantities for any existing items without, prejudice towards the quoted pricing.

We acknowledge receipt of the following addendum, IF APPLICABLE:

Addendum # 1 Date: _____

Addendum # 2 Date: _____

Unit pricing: Our unit pricing per hour per truck classification shall be held firm for the duration of the contract (TWENTY FOUR MONTHS) with an optional one year (1 year) extension, with the successful bidder. _____ PLEASE INITIAL

BIDDER NOTE:

*****THIS INFORMATION MUST BE COMPLETED FOR EACH VEHICLE TO BE FURNISHED*****

TRUCK INFORMATION					
#	MODEL YEAR	MANUFACTURER	MODEL #	TANK SIZE	LIST EQUIPMENT ON UNIT
1					
2					
3					
4					
5					

BIDDER NOTE: Please complete the following for each mobile telephone number if separate numbers are available.

Mobile Telephone Number: _____

Mobile Telephone Number: _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**

(Please Check One)

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 19).

CITY OF MIDDLETOWN CONNECTICUT
NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number () _____

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
Bidder's Reference Sheet
BID #2013-028
TRANSPORTATION OF SLUDGE TO MATTABASSET DISTRICT FACILITY
WATER AND SEWER DEPARTMENT**

BIDDER NAME & ADDRESS: _____

REFERENCE #1 **Name:** _____
Address: _____

Telephone: _____
Contact Individual: _____

Product/ Project/ ServiceDescription: _____

Total Contract Sum: \$ _____

REFERENCE #2 **Name:** _____
Address: _____

Telephone: _____
Contact Individual: _____

Product/ Project/ ServiceDescription: _____

Total Contract Sum: \$ _____

REFERENCE #3 **Name:** _____
Address: _____

Telephone: _____
Contact Individual: _____

Product/ Project/ ServiceDescription: _____
Total Contract Sum: \$ _____

STATEMENT OF CONTRACTORS QUALIFICATIONS

To be submitted by the Bidder with his Bid.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1. Name of Bidder _____
- 2. Bidder's Tax Identification Number _____
- 3. Permanent main office address _____

- 4. When organized _____
- 5. If a corporation, where incorporated _____
- 6. How many years have you been engaged in landscaping under your present firm or trade name _____
- 7. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion) _____
- 8. General character of work performed by you. _____

- 9. Have you ever failed to complete any work awarded to you? If so, where and why?

- 10. Have you ever defaulted on a contract? If so, where and why?

- 11. List, the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed. _____

- 12. List your major equipment **AVAILABLE FOR THIS CONTRACT.**

- 13. Experience in work similar in importance to this project. _____

- 14. Background and experience of the principal members of your organization, including the officers and their Social Security Numbers. _____

15. Give bank reference. _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Middletown? _____

17. The undersigned hereby authorizes and requests any persons, firm or corporation to furnish any information requested by the City of Middletown in verification of the recitals comprising this State of Bidder's Qualifications.

Dated at _____ this ____ day of _____ 2013.

Name of Bidder

By _____

Title _____

State of _____

County of _____

_____ being duly sworn,

deposes and says that he is _____ of

_____ and
that the answers to the foregoing questions and all statements herein are true and correct.

Subscribed and sworn to before me this ____ day of _____ 2013

Notary Public

My commission expires:: _____ Date: _____

EXHIBIT A - INSURANCE REQUIREMENTS

**Bid# 2013-028
Transportation of Sludge to Mattabassett District Facility
Water & Sewer Department**

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the City of Middletown.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The completed Certificate shall confirm the insurer agrees to give the City of Middletown written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) **Workers' Compensation Insurance -**

If applicable, the **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) **Commercial General Liability Insurance -**

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) **Environmental Impairment Liability Insurance -**

If applicable to this contract, the **BIDDER** shall further carry Environmental Impairment Liability Insurance in the amount of \$1,000,000.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before

subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a “claims-made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

October 21, 2013
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

**Bid #2013-028 TRANSPORTATION OF SLUDGE TO MATTABASSETT
DISTRICT FACILITY**

Return Date: Wednesday, November 20, 2013 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

