

**Town of Montville  
Water Pollution Control Authority  
Invitation to Bid  
Bid # 2020-1**

The Town of Montville Water Pollution Control Authority (WPCA) is interested in receiving bids for the daily trucking of liquidified sludge from the WPCF (Water Pollution Control Facility, 83 Pink Row, Uncasville, CT 06382) to a MDC disposal facility (The Metropolitan District Commission, 55 Main Street Hartford, Connecticut 06142) for the calendar years 2020, 2021, and 2022 with an option to extend for two subsequent years by mutual agreement.

Bid specifications are available in the WPCA Office located in the WPCF, 83 Pink Row, Uncasville Connecticut, on the WPCA Website: [www.montvillewpc.com](http://www.montvillewpc.com) and on the [www.TownofMontville-ct.org](http://www.TownofMontville-ct.org) website.

All proposals must be received in the WPCA Office and marked *Town of Montville WPCA, 83 Pink Row, Uncasville, Connecticut 06382- Attention: D. Albertson, Superintendent*, prior to the due date.

All bids must be sealed and are due no later than Wednesday, January 29, 2020 at 10:00 a.m. All bids must be marked *WPCA Sludge Hauling Bid*. All bids must be signed by a company official with the appropriate designation. At 10:00 a.m. on Wednesday, January 29, 2020, all bids will be opened publicly and read aloud in the WPCA Office Conference Room.

The Town Of Montville WPCA reserves the right to reject any or all bids and waive the informalities or irregularities in the bid procedures or bids.

- Derek Albertson, WPCA Superintendent

**Bid Specifications for WPCA SLUDGE HAULING to a site  
Designated by the Town of Montville Water Pollution Control Authority.**

The Town of Montville WPCA is seeking a bid for the hauling of liquidified sludge to a disposal site designated by the WPCA or its designated agent. The Town agrees that all services shall be provided by one contractor - NO EXCEPTIONS. The terms and conditions under General Conditions shall apply to all Sections of these specifications.

**GENERAL CONDITIONS:**

All methods, policies, and procedures shall comply with State of Connecticut Department of Environmental Protection Requirements and State of Connecticut Department of Motor Vehicles Laws.

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of or part with the control of this contract or any part thereof without prior consent of the Town.

The Contractor shall, at all times, indemnify and save harmless the Town on account of any and all claims, damages, losses, litigation, expenses, Counsel fees and compensation arising out of injuries (including death sustained by or alleged to have been sustained by the agents, servants or employees of the Town or State of Connecticut, or of the Contractor, his subcontractors or materialmen and from injuries sustained by or alleged to have been sustained by the public caused in whole or in part by the acts or omissions of the Contractor, any subcontractors, materialmen or anyone directly employed by them) while engaged in the performance of this contract.

The Contractor agrees that he or his agents be certified in the operation of all Department of Motor Vehicles Commercial Drivers licenses when operating any equipment requiring said certification on Town of Montville property or leased property.

If the Contractor fails to maintain adequate Worker's Compensation Insurance coverage for his employees, with respect to the methods, rules, policies, and procedures of the State, the Town may sublet or assign without prior written notification, another contractor to comply with these rules.

Failure of the Contractor to remedy any /all defaults within a seven day period after written notice from the Town in any section of these specifications shall be considered to be a breach of contract. The Town shall have the right to deduct the amount of consequential damages including fines from the State of Connecticut Department of Environmental Protection resulting from the default of the Contractor from any moneys due the Contractor from the Town. The Contractor also agrees to reimburse the Town for reasonable attorney's fees and costs incurred by the Town in any legal action to enforce the provisions of this section of these specifications.

**CAKE (DEWATERED) SLUDGE ALTERNATIVE**

The Town intends to review available sludge transportation options, including the transportation and off-site disposal of cake (dewatered) sludge. In the event that the Town decides to make the capital improvements necessary to dewater sludge at the Town's wastewater plant the Town and [HAULER] will attempt to negotiate a mutually acceptable agreement.

**OTHER DISPOSAL ALTERNATIVES / EARLY TERMINATION**

In addition to the sludge cake alternative described above, the Town may develop an on-site or in Town disposal option which may significantly reduce the Town's costs to dispose of the sludge generated at the Town's wastewater treatment facility.

In the event that the Town is able to develop an on-site or in Town alternative which saves 25% or more, on an annual basis, of the Town's then current, total sludge transportation cost, upon the provision by the Town to [HAULER] of documentation evidencing said savings, the Town shall have the right to terminate this Agreement upon ninety (90) days written notice to [HAULER] of its intent to terminate hereunder.

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## **SECTION 1**

The Contractor shall furnish a list of equipment for which he intends to perform all facets of the above Operations for the Town WPCA. Minimum of two trucks (6500 gallon tank trailer and tractor) and spare truck. The truck shall include a tractor capable of pumping approximately 6500 gallons of sludge off of a tractor trailer. The Contractor shall provide an overview of the firm, and references of business customers.

The delivery point shall be a disposal site less than a sixty mile radius of the Town of Montville Water Pollution Control Treatment Plant,

No Extra Charges will be paid to the Contractor if the Delivery Point is within a sixty mile radius of the Town of Montville Water Pollution Control Treatment Plant, and the contractor shall provide a delivery charge per mile for all points beyond the sixty mile radius on a per mile price.

The Contractor shall maintain liability insurance on all vehicles operated in the performance of services with a minimum combined single limit of liability in the amount of one million and 00/100 dollars (\$1,000,000). Proof shall be furnished with bid.

Maintain Worker's Compensation Insurance on all employees providing the necessary trucking services.

Under Insurance Requirements - The Contractor shall maintain Pollution liability insurance on all vehicles operated in the performance of services with a minimum combined single limit of liability in the amount of Five million and 00/100 dollars (\$5,000,000). Proof shall be furnished with bid by an AM BEST Rated company of A or greater.

The Contractor agrees to follow instructions for disposal (i.e. computerized billing, optical scanning,) from the disposal site.

The contractor agrees to furnish a slip for each load of sludge indicating the date, time, and agrees to furnish the original ticket from the disposal facility to the WPCA.

The current WPCF per cent solid's has averaged between 5-6% and the contractor shall be able to demonstrate an offload in 30 minutes. Demurrage shall not be charged for offload unless WPCF per cent solids exceeds 7%.

Prices are for a three year period.

For the purposes of figuring the Performance Bond -Contractor's price per load times 1200 loads.

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## **SPECIFIC CONDITIONS**

The Town of Montville WPCA reserves the right to reject any or all bids in part or in whole and to waive the informalities or irregularities in the bid procedure or bids.

The Contractor shall submit a performance bond upon acceptance of the bid relative to the price on the enclosed forms for a yearly operation of the total contract price. The contractor should pay for all permits and carry general liability insurance and worker's compensation insurance and furnish proof upon acceptance of the bid and prior to hauling.

The seller agrees that as a condition of his sale of goods and/or services to the Town of Montville WPCA, the Town of Montville WPCA will be authorized to deduct from the proceeds due seller an amount not to exceed 25% of the total amount due seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees or other charges levied by the Town of Montville or any agency against the seller. The seller further agrees that seller shall insure that seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the seller, and providing

goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, and fees or other charges levied by the Town of Montville or agency thereof against such subcontractor.

For all Town purchases of goods and services not utilizing State or Federal funds, any responsible Town Bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder have submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidder s that submitted the lowest bid. That within the bidding process, that all businesses claiming to be Montville businesses, provide the Finance Department(Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.

Drug and Alcohol compliance certification. Each bid shall be accompanied by the enclosed drug and alcohol testing program compliance certification. In an effort to comply with federal regulations 49CFR Part 382, the Town of Montville requires its contractors/vendors which utilize commercial vehicles during the prosecution of any activity authorized by the Town of Montville to complete the enclosed certification. Bids submitted without a completed drug and alcohol compliance certification WILL NOT be considered for award.

**TOWN OF MONTVILLE**

**DRUG AND ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION**

In an effort to comply with federal regulations 49 cfr part 382, the Town of Montville requires its contractors/vendors which utilize commercial vehicles during the prosecution of any activity authorized by the Town of Montville, to complete this certification.

I hereby certify that our drug and alcohol plan meets all the requirements set forth under applicable federal DOT regulations, and that all employees which utilize a commercial vehicle as defined by federal regulations 49 CFR Part 382 are subject to all its requirements including testing for the presence of alcohol and drugs. I further understand it is our company's responsibility to implement all required drug and alcohol testing programs.

DATE: \_\_\_\_\_

OFFICIAL COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

I hereby certify that any and all subcontractor vendors and material suppliers which I may contract with who employ drivers of commercial vehicles shall meet all the requirements set forth under applicable federal dot regulations for drug and alcohol testing. It is understood that it is our company's responsibility that all subcontractor vendors and/or material suppliers implement all required drug and alcohol testing programs.

DATE: \_\_\_\_\_

OFFICIAL COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WPCA SLUDGE HAULING**  
**Town of Montville Water Pollution Control Authority**  
**310 Norwich New London Turnpike**  
**Uncasville, Connecticut 06382**  
**Bid Submittal Sheet**

Name \_\_\_\_\_

Address \_\_\_\_\_

City / State \_\_\_\_\_

Price per load to the Delivery Point which is within a sixty mile radius of the Town of Montville Water Pollution Control Treatment Plant, and the contractor shall provide a delivery charge per load. (Allow for one hour to load and one hour for offload.) Prices shall be for a three year period.

1<sup>st</sup> year-2020

PRICE per load within sixty mile radius	_____
Price per mile with a one hundred fifty mile radius	_____

2nd year-2021

PRICE per load within sixty mile radius	_____
Price per mile with a one hundred fifty mile radius	_____

3rd year-2022

PRICE per load within sixty mile radius	_____
Price per mile with a one hundred fifty mile radius	_____

Signed by a company official \_\_\_\_\_

Date \_\_\_\_\_