



Litchfield WPCA

Invitation to Bid

Hauling and Disposal of Wastewater Treatment Plant Biosolids

Litchfield, Connecticut

The Town of Litchfield is accepting bids to provide hauling and disposal of domestic wastewater treatment plant biosolids. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Water Pollution Control Authority 29 Stoddard Road, Bantam CT 06750. Bids will be received at the Office of the First Selectman, at the Litchfield Town Hall, 74 West Street, Litchfield, CT, 06759 until 11:00 a.m. on Tuesday, January 11, 2022 and will be opened and read publicly at that time in said office.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a Contractor to haul and dispose of wastewater treatment biosolids from the Litchfield Water Pollution Control Facility, for the two time periods detailed page 11. The Contractor shall have adequate equipment, and materials for this project to ensure proper handling and transportation of the biosolids meeting all local, state and federal regulations.

All Bidders shall observe the following instruction and specifications:

2. General Provisions

Place of Opening: Office of the First Selectman, Litchfield Town Hall 74 West Street, Litchfield, CT 06759.

Time of Opening: January 11, 2022 at 11:00 a.m.

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the **bid title and opening date** to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. **The following forms must be submitted:**

- A. Bid Schedule
- B. Hold Harmless Agreement

- C. Non Discrimination Certification
- D. Non Collusion Affidavit
- E. List of Permits and Reference

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Terrence Donoghue, Superintendent of the Wastewater Control Facility by facsimile, e-mail, or letter to be received no later than December 30, 2021. Any questions received after that date will not be answered. Contact information is as follows:

Terrence Donoghue, Superintendent of the WWCF
29 Stoddard Road
Bantam, CT 06750
(860) 567-7580
(860) 567-7581 fax
WPCA@townoflitchfield.org

Interpretations will be made in the form of written addenda. All such addenda shall become a part of the Contract. No later than two (2) days prior to the date fixed for the opening of bids, the addenda will be emailed and mailed to each prospective Bidder. Failure of a Bidder to receive any such addenda will not relieve the Bidder from any obligation under the proposal as submitted. No oral interpretation of the meaning of the Bid Plans, Specifications or other Contract Documents will in general be given.

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Litchfield Water Pollution Control Authority with respect to qualifications, contractor's start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame. The Litchfield Water Pollution Control Authority reserves the right to reject any and all bids for any reason the Authority deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid. Each bidder shall be prepared, if so requested by the Town, to present evidence of their experience and qualifications. No bidder may withdraw their bid for a period of sixty (60) days after the actual date of the opening thereof.

5. Notice of Award

The Litchfield Water Pollution Control Authority shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid within sixty (60) days after date of the opening. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Litchfield Water Pollution Control Authority is not liable. Payments for services rendered will be paid on a 30 day net terms.

7. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations there under, without written consent of the Litchfield Water Pollution Control Authority.

8. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Litchfield Water Pollution Control Authority.

9. Payment Requests, Retainage and Guarantee Period

Contractor must submit a payment request for payment once each month for work and services done. Each request for payment must list the date picked up, bill of lading number, volume, gallons, dry tons if applicable for each load hauled, loading delay start and stop times, disposal site, etc. Payment shall be made within thirty (30) days of approval of said invoice.

10. Insurance

The contractor will file with the Litchfield Water Pollution Control Authority, the following evidence of insurance. Certificates must be on file with the Litchfield Water Pollution Control Authority before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverages:

All owned/non owned/hired/borrowed
Contractual liability to be included

Contractors must name the Litchfield Water Pollution Control Authority as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

11. Environmental. Health and Safety Compliance

The contractor must submit an acceptable Spill Prevention and Mitigation Plan to the Superintendent prior to commencing the project. If at any time materials covered under this contract are spilled by the Contractor's equipment onto a street or any property, whether publicly or privately owned by the Contractor, or the contents of the truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall clean up the spilled or illegally dumped material immediately. The Contractor must comply with all local, state, and federal environmental and safety regulations and in a manner so as to restore the cleanliness of the property and the safety of the occupants, and the Contractor shall pay all cost, including those to the Town for legal services, fees, fines, and penalties associated with the spillage or dumping. All spills shall be reported by the Contractor to the appropriate pollution control regulatory agency in the town and state where the spill occurred.

Contractor and subcontractor employees shall follow all health and safety protocols of the Litchfield WPCA when on-site, included Covid-19 transmission precautions

12. Permits

The Contractor is responsible for obtaining all local, state and federal permits required for this work. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

13. Hold Harmless Agreement

The Contractor agrees to hold harmless the Litchfield Water Pollution Control Authority and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law.

14. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Litchfield Water Pollution Control Authority and the Authority will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Litchfield Water Pollution Control Authority will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees.

15. Failure or Omission

- A. The failure or omission of any Bidder to receive or examine and become familiar with the loading facility or any form, instrument, or document shall in no way relieve the Bidder of any obligation in respect to the proposal.
- B. The Town does not assume any responsibility for errors, omissions, or misinterpretations which may have resulted in whole or in part from the use of incomplete documents. Any proponent finding an ambiguity, inconsistency, or error shall promptly notify the Town in writing.

16. Default

- A. In the event the Bidder is adjudged bankrupt, or should they make a general assignment for the benefit of their creditors, or should a receiver be appointed on account of their insolvency, or should they refuse or fail to perform the work or services described in the Bid Specifications and/or Contract in any way default in the exercise of the terms of these Bid Specifications and/or Contract prior to the completion date, the Town may, in its discretion and without prejudice or any other right or remedy, terminate the employment of the Bidder after having given seven (7) days written notice sent by certified mail, return receipt requested, to the Bidder's principal place of business.
- B. Failure to terminate upon any default herein, shall not be deemed as a waiver by the Town for any future acts of default on the part of the Bidder, nor shall termination of this contract/agreement be deemed as a waiver by the Town to recover any damages, including costs and attorney fees, which it may incur as a result of such default through any means available to the Town.

17. Minimum Criteria

- A minimum of 5 years in the sludge disposal business.
- Ownership of, or exclusive right to use, all equipment required to perform the contract to specifications.
- Access to an approved disposal facility with sufficient capacity to accept sludge from the Town for the term of the contract.
- Possession of all permits from any jurisdiction required for the ultimate disposal of sludge.
- Currently under contract with at least five other municipalities, governmental districts, or other public agencies to dispose of sludge.
- Possession of or ability to obtain all permits required by any governmental authority with jurisdiction for sludge removal pursuant to this contract.
- No record of any administrative orders, civil penalties, permit or license suspensions or revocation, or bond forfeiture actions brought by local, state or federal jurisdictions, currently in effect or pending, for work to be performed under this contract, in the opinion of the Town.
- Proof of primary and secondary site certification.

Technical Specifications

The Litchfield Water Pollution Control Authority has a need to have a Contractor haul and dispose of wastewater treatment plant biosolids generated by the WPCA's wastewater treatment plant (Facility) at 29 Stoddard Road in Bantam, CT. The Facility is a domestic, primary/secondary, MLE activated sludge treatment plant. The biosolids is not stabilized. The Litchfield Water Pollution Control Authority will thicken the biosolids and pump it onto the Contractor's trucks via 4" diameter hose, filling a 6,500 gallon tanker trailer within one 1 (hour). The wastewater treatment plant biosolids will be in a liquid form, between 2.5 and 9% total solids with an average of approximately 5.5% total solids. The WPCA operates from 7:00 AM to 3:30 PM daily, Monday through Friday and will cooperate with the Contractor to make its pick up schedule to suit the Contractor. An average of 13,000 gallons of biosolids will need to be hauled out on a weekly basis, with a normal maximum of 26,000 gallons per week. This equates to approximately 170 dry tones per year. The WPCA is not obligated to provide any biosolids and may request the Contractor to dispose of more sludge at the same unit price. This biosolids meets all EPA 503 requirements for incineration and laboratory analysis will be performed bi-annually per year as dictated by our NPDES Permit. The test results will be shared with the Contractor.

All work performed shall be in compliance with the current local, state, and federal environmental and health regulations and their subsequent amendments during the term of the Contract between the Contractor and the Litchfield Water Pollution Control Authority. The Contractor shall provide with his Bid proposal, a letter from their primary disposal facility(s) documenting that the disposal facility is properly licensed or otherwise permitted by its state Department of Energy and Environmental Protection and the EPA to accept biosolids from the District and that it meets all requirement of the EPA 503 biosolids regulations. The Contractor shall hold the Town of Litchfield and the Litchfield Water Pollution Control Authority harmless from all claims resulting from the biosolids.

Title to the biosolids shall pass to the Contractor upon receipt of the biosolids into their truck at the Facility. The Contractor shall be qualified and experienced in the transportation and disposal of wastewater treatment plant biosolids. The Contractor shall provide the necessary quantity trucks as required to haul and dispose of the maximum daily quantity of biosolids noted above.

The Contractor shall have the capability to maintain all services during the term of the Contract with the Litchfield Water Pollution Control Authority and

shall accept increases or decreases in the amount of biosolids generated by the Litchfield Water Pollution Control Authority.

The WPCA's most recent Bi-Annual Dewatered Biosolid Reports are attached.

LITCHFIELD WATER POLLUTION CONTROL AUTHORITY
BIOSOLIDS HAULING AND DISPOSAL

Litchfield Water Pollution Control Authority
29 Stoddard Road
Bantam, CT 06750

Bid (Proposal) of _____ (Bidder) to the Litchfield Water Pollution Control Authority. The undersigned hereby proposes to furnish the WPCA located at 29 Stoddard Road, Bantam, Connecticut for one of both of the following service options listed below. The service supplied shall meet the stated Specifications. Failure to meet the Specifications is grounds for termination of the Contract. The Bidder must fill in all blanks below. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

Option 1:

Hauling and disposal of wastewater biosolids for the period February 1, 2022 through June 30, 2023

at the unit prices of:

A. Hauling Cost per gallon

\$ _____ per gallon

(Amount _____ in _____ words:

_____)

B. Disposal Cost per gallon or dry ton

\$ _____ per gallon / dry ton (**strike out the non-applicable unit**)

(Amount _____ in _____ words:

_____)

Option 2:

Hauling and disposal of wastewater biosolids for the period February 1, 2022 through June 30, 2024 at the unit prices of:

A. Hauling Cost per gallon

\$ _____ per gallon

(Amount _____ in _____ words:

_____)

B. Disposal Cost per gallon or dry ton

\$ _____ per gallon / dry ton (**strike out the non-applicable unit**)

(Amount _____ in _____ words: _____)

Planned _____ Disposal _____ Facility: _____

Name _____ of _____ Company: _____

Address: City, State: _____

Contact: _____

Phone Number: _____

Email Address: _____

Method of Disposal: _____

This Bid must bear the written signature of the Bidder under one of the following categories listed on this or the following page. If the Bidder is partnership, the Bid must be signed by a partner. If the Bidder is a corporation, the Bid must be signed by a duly authorized officer of such corporation, under the embossed seal of the corporation.

This Bid Respectfully Submitted by:

Name: _____

Street/PO Box: _____

Town/State: _____

Title: _____

Date: _____

The Bidder acknowledges receipt of the following addendum:

HOLD HARMLESS AGREEMENT

The Contractor named below agrees that it will indemnify and hold harmless the Town of Litchfield, the WPCA, and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law, unless and to the extent caused by the Town of Litchfield's or WPCA's negligence or its willful acts.

SUPPLEMENTAL AGREEMENT

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT)

COUNTY OF) ss:
)

Signed: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

Subscribed and sworn to before me on
this _____ day of _____, 20____.

Notary Public



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a) (1) and 4a-60a (a) (1) as amended.

Instructions:

For use by an individual who is not an entity (corporation, limited liability Company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Individual:

I, _____, of _____,
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a) (1) and 4a-60 (a) (1) as amended.

Signatory

Date

Printed Name



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the
(Firm Name)

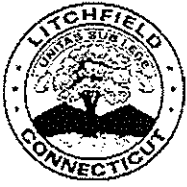
accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

Notary Public
(Seal)

My Commission expires _____

Signatures of Named Principals:



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

_____ being first duly sworn, deposes and says:
(Person's Name)

That they are the _____ of the
corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

My Commission
expires _____
Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ being first duly sworn, deposes and says:
(Person's Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20____

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of named individual)

Report Date..... 19-Mar-21
 EML Project ID..... 210305-LIT-C
 Your Project ID..... Semi-Annual Sludge
 Date Sampled..... 2-Mar-21
 Date Submitted..... 5-Mar-21

LITCHFIELD WPCA
 PO Box 343
 Litchfield, CT 06759

Attn: Mr. Ted Donoghue

ND = Not Detected.

Parameter	Results		Units	Method	Completed		Analyst
	Dry Weight	Det. Limit			Date	Time	
pH (S.U.)	6.5	—	S.U	SW846 9045	5-Mar-21	1700	MCC
Total Solids	4.29	—	% w/w	SM 2540G	5-Mar-21	1700	AB
Fixed Solids	18.06	—	% w/w	SM 2540G	12-Mar-21	1700	AB
Volatile Solids	81.94	—	% w/w	SM 2540G	12-Mar-21	1700	AB
Arsenic	ND	<0.2	mg/Kg	SW846 7010	10-Mar-21	1711	AB
Beryllium	ND	<0.2	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Cadmium	0.32	<0.1	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Chromium	13.78	<0.2	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Copper	651.	<0.2	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Lead	27.46	<0.5	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Mercury	1.57	<0.02	mg/Kg	SW846 7471A	8-Mar-21	1700	AB
Nickel	7.88	<0.2	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Selenium	0.51	<0.2	mg/Kg	SW846 7010	18-Mar-21	0903	AB
Zinc	553.	<0.2	mg/Kg	SW846 6010B	9-Mar-21	1753	AB
Polychlorinated biphenyls* (PCBs)	ND	<1	mg/Kg	SW846 8082	17-Mar-21	2059	MCC

*Any or sum of USEPA-regulated Aroclors

Technical Reviewer: _____

Title: _____

Transcript Reviewer: _____

Title: _____



ENVIRONMENTAL MONITORING LABORATORY, INC.

Entered 10/4/21

Report Date..... 20-Sep-21
EML Project ID..... 210908-LIT-B
Your Project ID..... Semi-Annual Sludge
Date Sampled..... 7-Sep-21
Date Submitted..... 8-Sep-21

LITCHFIELD WPCA
PO Box 343
Litchfield, CT 06759

Attn: Mr. Ted Donoghue

ND = Not Detected.

Parameter	Results		Units	Method	Completed		Analyst
	Dry Weight	Det. Limit			Date	Time	
pH (S.U.)	6.5	—	S.U	SW846 9040	8-Sep-21	1700	MCC
Total Solids	4.26	—	% w/w	SM 2540G	9-Sep-21	0900	AB
Fixed Solids	21.57	—	% w/w	SM 2540G	14-Sep-21	0900	AB
Volatile Solids	79.43	—	% w/w	SM 2540G	14-Sep-21	0900	AB
Arsenic	ND	<0.2	mg/Kg	SW846 7010	9-Sep-21	1515	AB
Beryllium	ND	<0.2	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Cadmium	0.47	<0.1	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Chromium	10.48	<0.2	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Copper	622.	<0.2	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Lead	31.78	<0.5	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Mercury	0.23	<0.02	mg/Kg	SW846 7471A	13-Sep-21	1700	AB
Nickel	8.12	<0.2	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Selenium	0.43	<0.2	mg/Kg	SW846 7010	14-Sep-21	1200	AB
Zinc	648.	<0.2	mg/Kg	SW846 6010B	8-Sep-21	2136	AB
Polychlorinated biphenyls* (PCBs)	ND	<1	mg/Kg	SW846 8082	20-Sep-21	1259	MCC

*Any or sum of USEPA-regulated Aroclors

Technical Reviewer: _____

Title: _____

Transcript Reviewer: _____

Title: _____



ENVIRONMENTAL MONITORING LABORATORY, INC.