



Town of Montague

**Clean Water Facility
34 Greenfield Road
Montague MA 01351-9522**

**(413) 773-8865
FAX: (413) 774-6231**

November 21, 2022

Invitation for Bids: Sludge Cake Hauling and Disposal Services

**Bid deadline: December 9, 2022 at 11 am
Questions due: December 1, 2022 at 2 pm**

Sealed bids for Sludge Cake Hauling and Disposal Services will be received by Chelsey Little, CWF Superintendent, at 34 Greenfield Rd., Montague, MA 01351 no later than Friday, December 9, 2022 by 11:00 AM.

Prices should be in the rate requested on the attached "Cost Proposal Form," net and all-inclusive as per the terms of the specifications. Bids must be submitted on the prescribed forms attached to this document.

Mark all envelopes with the name and address of your company and "Bid - Sludge Cake Hauling and Disposal Services." Envelopes must be sealed.

The Town of Montague ("Town") reserves the right to reject any and all bids in part or in whole. It also reserves the right to make an award in any manner consistent with the law and deemed to be in the best interest of the Town.

Questions regarding this Invitation for Bids must be addressed to Chelsey Little via email at wpcf.supt@montague-ma.gov.



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INVITATION FOR BIDS SLUDGE CAKE HAULING AND DISPOSAL SERVICES November 21, 2022

1. BACKGROUND

The Town of Montague, hereafter referred to as the "Town," is seeking bids from qualified companies for hauling and disposal of municipal sludge cake, on an as-needed basis, from the Town's municipally-owned wastewater treatment facility. The Town's goal is to secure a sludge cake hauling and disposal contract from January 1, 2023 through June 30, 2025.

2. RECEIPT AND OPENING OF BIDS

The Town will receive sealed bids for sludge cake hauling and disposal services. Proposals are to be mailed to Chelsey Little, Montague CWF, 34 Greenfield Rd. Montague, MA 01351. The envelope containing the proposal must be sealed and plainly marked "Bid - Sludge Cake Hauling and Disposal Services."

Complete proposals must be received no later than Friday, December 9, 2022 at 11 AM. A postmark date is not sufficient. Any bid proposal received after the time and date specified above will be rejected in whole.

Bids will be publicly opened and read December 9, 2022 at 11:00 AM at that address.

3. PREPARATION OF BIDS

All bids must be prepared and signed by the bidder on Attachment B "Cost Proposal Form." All blank spaces in each bid form must be completed in full in ink or printed text. If a unit price already entered by the bidder on the form is to be altered, it shall be crossed out with ink and a new unit price entered above or below it and initialed by the bidder in ink.

A corporation shall execute the bid by its duly authorized officer in accordance with its corporate by-laws and shall also list the state in which it is incorporated.

One original and two copies of the bid, together with the appropriate attachments, must be submitted in a sealed envelope bearing on the outside the name and address of the bidder. The envelope must be clearly marked "Bid - Sludge Cake Hauling and Disposal Services."

The Town may consider as unacceptable any bids not prepared and submitted in accordance with the provision hereof. The Town reserves the right to reject any and all bids in total or in part and to waive minor defects in any bid document as may be in the best public interest.

Each proposal must include a completed "Attestation Clause" and "Certificate of Non-Collusion" form, found in Attachment C.

The Town expects to award the contract the week of December 12, 2022. All proposals must be valid for a period of 60 days from the submittal date.

4. QUESTIONS, ADDENDA AND EXPLANATIONS

Questions and requests for explanations from prospective bidders must be submitted via email no later than Thursday, December 1st at 2:00 PM. Any responses provided by the Town will be made by **December 2nd** in the form of an addendum. A copy of any and all addenda will be forwarded to all prospective bidders who requested a copy of the IFB.

Questions and other requests for explanation must be submitted to wpcf.supt@montague-ma.gov. The Town takes no responsibility for emails that are not received and suggests that those submitting questions request a confirmation of the receipt of any such request.

5. CONDITIONS

Each bidder shall become fully acquainted with conditions relating to the scope of work and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the specifications.

The failure or omission of any bidder to receive or examine the form, instrument, addendum, or other document, or to be acquainted with existing conditions, shall in no way relieve the bidder of any obligations with respect to this IFB or to the contract. The Town shall make all such documents available to bidders upon request.

The bidder shall make a determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the Town.

6. COMPETENCY OF BIDDER

The opening of the bid shall not be construed as an acceptance of the bidder's qualifications. The Town reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources.

7. DISQUALIFICATION OF BIDDER

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of their bid:

- a) evidence of collusion among bidders;
- b) questions of lack of competency;
- c) default on a previous contract for failure to perform.

8. SELECTION CRITERIA/RULE OF AWARD

Selection for the requested services will be awarded to the responsive and responsible bidder offering the lowest price. The “lowest price” will be calculated using 780 wet tons for six months and 1560 wet tons for years 2 and 3. The Town may, at its option, request further information from a bidder and conduct independent research into the qualifications of a bidder.

The Town reserves the right to reject any or all bids.

9. SCOPE OF WORK

The work under this contract shall consist of the items below, including all incidentals necessary to fully complete said work.

Please Note:

- **Montague CWF estimates 28-30 wet tons per week is produced for disposal.**
- **The Montague CWF uses a PWTech Screw Press which is generating an average of 20% solids. See Attachment A for 90 days of solids content.**

The Scope of Work includes:

- 1) Removal of sludge “cake” on an as-needed basis using a dump trailer;
 - 2) Maintaining accurate records on volume hauled and wet tonnage disposed;
 - 3) Transporting the sludge to a permitted end disposal facility;
 - 4) Billing the Town with an invoice that shows date serviced, loads, and wet tons; and
 - 5) Responding to concerns and problems at the facility.
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- Pricing will be provided for wet ton disposal inclusive of transportation.
 - All end-disposal facilities selected by the hauler must be permitted and licensed to operate in the state in which it is located.
 - Bidders will be responsible for listing in their bid proposal any restrictions placed on sludge composition that will be enforced by the end disposal facility.

- **The CWF is considering taking in two liquid loads per week from area facilities. The CWF requests that bidders include information regarding the prospect of additional wet tons, whether there is capacity and if the base pricing would change with additional wet tons.**

Bidders must complete the attached Cost Proposal Form in Attachment B.

10. HAULING AND COLLECTION EQUIPMENT

The bidder shall be required to provide suitable equipment for the transportation of sludge. The bidder will furnish and use all modern equipment and adequate personnel necessary to complete the removal operations. Containers for the storage and/or transportation of sludge must be watertight to effectively control and prevent the seepage of sludge as well as to prohibit the addition of precipitation to the sludge. All vehicles and collection equipment shall be kept in good repair and appearance at all times.

11. SPILLAGE OF MATERIALS

If at any time materials covered by this contract are spilled by the Contractor or sub-Contractor onto a street or any property, whether publicly or privately owned, or the contents of a truck are spilled or dumped onto a street or property, whether publicly or privately owned, the Contractor shall immediately clean up the spilled or dumped material. The materials shall be cleaned up sufficiently so as to restore the cleanliness of the property and the safety of the occupants. The Contractor shall pay all costs, including those to the Town for legal services, fees, fines, and penalties associated with the spillage or dumping. All spills or dumping incidents must be reported to the Town within 12 hours. All spills shall be reported to the appropriate pollution control regulatory agency located in the state where the spill occurred.

12. SCHEDULES & SAFETY

Pick up schedules will be arranged with the facility to ensure that collection vehicles are on site at the best possible times. In the event that a scheduled haul cannot be made or will be made later in the day than planned, the Contractor shall notify the facility by phone as early as it is known. If the Contractor repeatedly fails to notify the facility of scheduling delays, the Town may assess a financial penalty against the Contractor.

The hauler will use safe driving and loading practices while on site. Haulers are expected to comply with all pertinent OSHA regulations, federal and state laws and regulations.

13. LICENSE AND FEES

It shall be the responsibility of the Contractor to obtain all federal, state, and local licenses and permits, if any, which may be required to complete this contract, and pay fee for same.

14. SUBCONTRACTOR(S)

If the bidder knows that any or all of the Scope of Work described above will be subcontracted when the bid is submitted, they shall identify the subcontractor(s), owner(s), address, phone number and any pertinent license numbers, such as those from a state and/or federal regulatory agency. The bidder must also provide proof of insurance for the subcontractor(s) as listed in Number 15 below.

If the selected Contractor chooses to subcontract any or all of the awarded contract after the bid is awarded, they will notify the Town in writing within fourteen calendar days and shall identify the subcontractor(s), owner(s), address, phone number and any pertinent license number(s), such as those from a state and/or federal regulatory agency. The Contractor must also provide proof of insurance for the subcontractor(s) as listed in Number 15 below.

15. INSURANCE REQUIREMENTS

The selected Contractor(s) shall at all times during the contract maintain in full force and effect Employer's Liability, Workers Compensation, Automobile and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town. Before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below.

Coverage	Limits of Liability
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000each occurrence
(except automobile)	\$3,000,000 aggregate
Property Damage Liability	\$1,000,000each occurrence
(except automobile)	\$3,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The Town shall be named as an “additional insured.” The general liability insurance policy should contain a broad form general liability endorsement.

16. INDEMNITY

The Contractor will indemnify, save harmless, and exempt the Town, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees, provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of willful or negligent act or omission of the Town, its officers, agents, and employees.

17. COMPLIANCE WITH LAWS/MINIMUM WAGE

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract. The wage rates are subject to the minimum rates as per Massachusetts General Laws. The wage rates are not subject to Massachusetts prevailing wages.

18. NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state and federal law.

19. TRANSFERABILITY OF CONTRACT

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

20. ATTESTATION CLAUSE AND CERTIFICATE OF NON-COLLUSION

Under Massachusetts General Laws, Chapter 62C, Section 49A, bidders must execute the Attestation Clause in order to obtain a contract under these specifications. The bidder must also execute the Certificate of Non-Collusion.

Both forms are found in Attachment C.

21. EFFECTIVE DATE

The contract shall be for a period of two and a half (2.5) years beginning January 1, 2023 and ending June 30, 2025. The Town reserves the right, at its sole discretion, to negotiate with the Contractor for renewal of said contract, at terms agreeable to both the Town and the Contractor for an additional two-year term.

22. CONTRACT

A contract will be entered into by the Town with the successful bidder. The contract will be awarded by vote of the Town of Montague Selectboard.

It is expected that a contract will be signed by the Town and the selected vendor(s) in late December 2022.

23. WET TONS – WEIGHT SLIPS

The Contractor shall include with each invoice weight slips for all loads of sludge cake disposed through this contract. Weight slips must include the facility name, date of haul, gross and net weight, and the disposal facility name.

24. FUEL ADJUSTMENT

The Town will allow the contractor to charge a fuel adjustment fee based on the percent change in weekly fuel from the base rate multiplied by the transportation share of each wet ton. The Town will also seek a fuel credit should the weekly fuel rate decrease by \$1/gallon or more during the contract term. The base rate is the DOE New England PADD 1A diesel price on November 14, 2022: \$6.06.

ATTACHMENT A

PERCENT SOLIDS AUGUST-OCTOBER 2022

Montague CWF August-October 2022 percent solids

DATE	% solids
8/2/2022	21.70
8/4/2022	20.65
8/5/2022	26.00
8/8/2022	18.85
8/9/2022	18.50
8/10/2022	22.40
8/11/2022	27.30
8/12/2022	20.05
8/13/2022	20.67
8/17/2022	20.65
8/18/2022	22.25
8/19/2022	24.30
8/22/2022	15.05
8/23/2022	31.55
8/24/2022	19.35
8/25/2022	20.00
8/26/2022	22.00
8/29/2022	19.40
8/30/2022	18.75
8/31/2022	23.00
9/1/2022	22.35
9/2/2022	19.20
9/5/2022	16.00
9/7/2022	20.70
9/8/2022	23.05
9/9/2022	22.75
9/12/2022	19.00
9/13/2022	22.15
9/14/2022	22.20
9/15/2022	21.35
9/16/2022	18.95
9/16/2022	16.65
9/20/2022	23.55
9/22/2022	25.75
9/23/2022	16.00
9/26/2022	22.00
9/27/2022	23.00
9/28/2022	19.50
9/29/2022	21.45
9/30/2022	26.95

DATE	% solids
10/3/2022	16.30
10/4/2022	20.35
10/5/2022	18.00
10/6/2022	19.85
10/7/2022	20.40
10/9/2022	19.30
10/10/2022	16.60
10/13/2022	18.70
10/14/2022	19.75
10/17/2022	18.35
10/18/2022	21.25
10/19/2022	18.70
10/20/2022	18.20
10/24/2022	20.30
10/25/2022	19.90
10/26/2022	17.00
10/27/2022	17.00
10/28/2022	19.00
10/31/2022	17.00

Polymer feed issue

Average	21.37
Min	15.05
Max	31.55

ATTACHMENT B

COST PROPOSAL FORM

COST PROPOSAL FORM: SLUDGE CAKE HAULING & DISPOSAL
MONTAGUE, MA
2.5-YEAR CONTRACT
January 1, 2023 – June 30, 2025

- Montague CWF estimates 30 wet tons per week is produced for hauling and disposal
- Per wet ton pricing includes hauling and disposal.
- The CWF is considering taking in two liquid loads per week from area facilities. The CWF requests that bidders include separate information regarding the prospect of additional wet tons, whether there is capacity and if the bid pricing would change with additional wet tons as well as any other pertinent information.

Period 1 1/1/23 – 6/30/23	Period 2 7/1/23 – 6/30/24	Period 3 7/1/24 – 6/30/25

% of wet ton price for transportation only _____

** Indicate disposal facility name and location: _____

Company Name: _____

Legal Address: _____

Telephone: _____

Email: _____

Signature of Authorized Officer: _____ Date: _____

Name of Authorized Officer: _____

ATTACHMENT C

ATTESTATION & NON-COLLUSION FORMS

ATTESTATION CLAUSE
SLUDGE CAKE HAULING & DISPOSAL
MONTAGUE, MA

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to my best knowledge and belief, the bidder identified below has filed all state tax returns and paid all state taxes required by law, and has follow state laws related to reporting employee and contractor wages and withholdings, and submitting child support payments.

Social Security Number or
Federal Identification Number (optional)

Signature of Individual or Corporate Name

Date

By: Corporate Officer (if applicable)

CERTIFICATE OF NON-COLLUSION
SLUDGE CAKE HAULING & DISPOSAL
MONTAGUE, MA

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, government entity, or other organization, entity or group of individuals.

Signature of Individual or
Corporate Officer

Corporate Name

Printed Name

Date