



BEACON FALLS, CT RFQ/RFP #20-2

**TOWN OF BEACON FALLS
REQUEST FOR QUALIFICATIONS AND PROPOSALS
RFQ/RFP #20-2**

**FURNISHING TRANSPORTATION AND DISPOSAL SERVICES OF
LIQUID SEWAGE SLUDGE GENERATED FROM THE
WATER POLLUTION CONTROL FACILITY**

**ADDENDUM NO. 3
Monday, September 23, 2019
Bid Due Date: 9/27/19 10:30 a.m.**

The attention of bidders submitting proposals for the above-referenced project is called to the following addendum to the specifications.

September 18, 2019

Q1: Will bids be publicly opened on Friday, September 27?

Q2: It is understood that the Town has pumps on site capable of loading the Contractor's tankers. Please confirm.

Q3: What is the current tanker loading time?

Q4: Will the Town please share the current loading schedule (i.e. Monday through Friday, 1 load per day, etc.)?

Q5: Will the Town please share current analytical testing which includes, at a minimum, a TCLP?

Q6: Rather than per gallon pricing which does not accurately account for actual disposal costs which are calculated by the dry ton, will the Town consider accepting rates for Disposal by the Dry Ton and a separate Transportation charge Per Load (or per gallon)? This will ensure that the Town pays only for the actual dry tonnage volume disposed of and number of loads (or gallons) transported. By requesting an all-inclusive rate by the Gallon, the contractor must account for unknown disposal fees/risk in its submitted bid rate (i.e. 2% solids vs 4% solids). A change in plant process over the term of a five-year contract can substantially increase the dry tonnage transported for disposal.

Q7: The ultimate cost of Performance and Payment bonding is incorporated into the cost of performing contract services and ultimately increases cost to the Town. It is our understanding after reading through the bid documents that Payment/Performance Bonding is not required for this contract. Please confirm.

Q8: Regarding section B. Compliance with Laws, item 3, sludge transportation and transportation services do not involve construction, remodeling, refinishing, refurbishing,



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rehabilitation, alteration, or repair of any public works project. Please confirm that prevailing wage does not apply to this service contract.

Q9: There are some important industry standard contracting provisions that are not contained in the contract language. We request that the Town either modify the contract language to add these provisions or allow for negotiation of the same with the successful bidder. Rationale and sample language are provided below.

- First, we would request that the Town add a provision stating that Contractors are not responsible for handling the sludge if it is deemed to be a hazardous waste. Alternately, the Town could require the Contractor to properly dispose of any Hazardous sludge on a cost-plus basis.
 - Within twenty-four (24) hours after receipt of notice of rejection of Hazardous Sludge (or such longer period provided that Customer is acting with due diligence), Customer shall in accordance with applicable laws, arrange for and pay all costs associated with the testing, removal and transport of such Hazardous Sludge for appropriate processing and disposal unless Customer and Contractor mutually agree to terms including cost for the handling of such Hazardous Sludge(s) on a case-by-case basis.
 - “Hazardous Sludge(s)” shall mean “petroleum,” “oil,” “hazardous waste,” “hazardous substance,” “toxic substance,” and “extremely hazardous substance” as such terms are defined, listed, or regulated under Laws.
- Second, we request a provision for either Force Majeure or Uncontrollable Circumstances which includes a Change-in-law provision. This is a five-year contract. It is reasonable to assume that during that period there could be a change in law or a situation completely out of the contractor’s control such as a natural disaster which could impact the contractor’s ability to perform. In these cases, the contractor should be provided relief in the form of time and or money, or the Town could have the right to terminate the contract.
 - Sample language follows: Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party’s personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party’s reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii)



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any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Agreement was executed. Contractor and the Council shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

September 23, 2019

A1: Yes, bids will be opened publicly after the deadline at 10:30 a.m. on Friday September 27, 2019 in the Assembly Room on the First Floor of Beacon Falls Town Hall located at 10 Maple Avenue, Beacon Falls, CT 06903.

A2: Yes, the Town has pumps on site capable of loading the Contractor's tankers.

A3: The current tanker loading time is 20 to 30 min. per load.

A4: The Town's current loading schedule is 4 to 5 loads per week, usually all on the same day. The day of the week can vary but has typically been falling on Mondays.

A5: Yes, the Town can provide the current analytical testing. It is currently tested biannually. A redacted copy of the most recent report is being provided at the bottom of this addendum.

A6: Yes, will the Town consider accepting rates for Disposal by the Dry Ton and a separate Transportation charge Per Load (or per gallon). Please keep in mind that the percentage of solids for the Town is currently very small (1% on average) but the Town plans to increase this incrementally over the next 5 to 10 years. There are no commitments to increase amounts, however a reasonable goal might be 0.5% every year. A revised Section V Submission of Fee Proposal is being provided at the bottom of this addendum with these changes reflected.

A7: To confirm, there is no performance or payment bond being requested as a part of the bid submission. Under Section VII General Terms and Conditions, Item B.5. (Page 14) does speak to the state law regarding performance and payment bonds but this RFP is not for a public works related project over \$100,000 and therefore this item does not apply to this particular RFP. If a bidder plans to subcontract any of the services specified, the Town reserves the right to require a payment bond from the successful bidder to have surety that they will pay their subcontractor(s). However, this payment bond is not part of the bid submission; it would follow an award. That being said, the Town wishes to remind any and all potential bidders that there is a 5% bid bond



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required with the bid submission as stated in Section I Legal Notice (Page 2) and Section II Instructions (Item 2) (Pages 3-4). Excerpt provided here: *A certified check or bid bond for five percent (5%) of the total bid must accompany each proposal. The check shall be a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Beacon Falls".* This bid security shall secure the execution of the contract by the successful bidder. The cost of the 5% bid bond should in no way affect the amount of the total bid. It is merely a percentage of the total.

A8: To confirm, no, sludge transportation does NOT fall under any of the listed categories and therefore, prevailing wage does NOT apply to this contract.

A9: The Town will allow for the negotiation of the following provisions with the successful bidder:

- Handling of hazardous waste
- Force Majeure
- Uncontrollable Circumstances
- Change-in-law



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COPY OF CURRENT ANALYTICAL TESTING DATA REPORT (REDACTED)

[REDACTED]

Beacon Falls WPCF
Tom Carey
10 Maple Avenue

Beacon Falls, CT 06403

Report Date: 08/13/2019

ACT Number: 2019070210 - 1	Sample Date: 07/22/2019	Date Received: 07/23/2019
Sample Type: Composite	Sample Time: 10:13:00	Project number
Collected by: Client		Sample Matrix: Sludge
Location/ID: Dewatered Sludge		
Description:		

Laboratory Test	Result	Units	Method	Analysis Date	Analyst
<i>Inorganic</i>					
Fixed Solids	44.9	%	SM2540-G	07/29/2019 12:00:00 PM	CLC
pH	6.89	S.U.	SM 4500-H+B	07/23/2019 02:22:00 PM	MA
Total Solids	1.03	%	SM2540B	07/29/2019 12:00:00 PM	CLC
Volatile Solids	55.0	%	SM2540-GV	07/29/2019 12:00:00 PM	RAB
<i>Metals</i>					
Arsenic, Total	1.63	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Beryllium, Total	<1.0	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Cadmium, Total	<10.0	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Chromium, Total	7.4	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Copper, Total	433.0	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Lead, Total	16.3	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Mercury, Total	<0.25	mg/Kg Dry	SW846-7470	08/02/2019 03:11:27 PM	TU
Nickel, Total	6.3	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Selenium, Total	<0.25	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU
Zinc, Total	590.0	mg/Kg Dry	SW846-6010	08/01/2019 12:55:50 PM	TU



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Beacon Falls WPCF
Tom Carey
10 Maple Avenue

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Beacon Falls, CT 06403

Report Date: 08/13/2019

ACT Number: 2019070210 - 1
Sample Type: Composite
Collected by: Client
Location/ID: Dewatered Sludge
Description:

Sample Date: 07/22/2019
Sample Time: 10:13:00

Date Received: 07/23/2019
Project number
Sample Matrix: Sludge

Laboratory Test	Result	Units	Method	Analysis Date	Analyst
<i>PCB's</i>					
01-PCB Extraction/3510C	Complete	-0-	SW846-3510C	07/30/2019 09:00:00 AM	RL
Arochlor 1016	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL
Arochlor 1221	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL
Arochlor 1232	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL
Arochlor 1242	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL
Arochlor 1248	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL
Arochlor 1254	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL
Arochlor 1280	<1.0	mg/Kg Dry	SW846-8082A	08/12/2019 07:58:00 PM	RL

REVISED SECTION V – FEE PROPOSAL (PROVIDED ON FOLLOWING PAGE)



V. SUBMISSION OF FEE PROPOSAL

The Bidder shall complete pricing for all years as follows:

REQUIRED:

YEAR 1 Cost/Gal. 2019-2020	YEAR 2 Cost/Gal. 2020-2021	YEAR 3 Cost/Gal. 2021-2022	3-Year Avg. Unit Cost	Gallon Multiplier	3-Year Total Sludge Cost (both liquid and solid)
\$	\$	\$	\$	1,500,000	\$

OPTIONAL:

YEAR 1 Cost/Gal. 2019-2020	YEAR 2 Cost/Gal. 2020-2021	YEAR 3 Cost/Gal. 2021-2022	3-Year Avg. Unit Cost	Gallon Multiplier	3-Year Total Sludge Cost (liquid only)
\$	\$	\$	\$	1,498,500	\$

YEAR 1 Cost/Dry Ton 2019-2020	YEAR 2 Cost/Dry Ton 2020-2021	YEAR 3 Cost/Dry Ton 2021-2022	3-Year Avg. Unit Cost	Dry Ton Multiplier	3-Year Total Solid Sludge Cost
\$	\$	\$	\$	6	\$

YEAR 1 Transportation Charge Per Load 2019-2020	YEAR 2 Cost/Dry Ton 2020-2021	YEAR 3 Cost/Dry Ton 2021-2022	3-Year Avg. Unit Cost	3-Year Total Solid Sludge Cost
\$	\$	\$	\$	\$

- i. Bidders shall enter unit costs for all years. In the event that there is a discrepancy between the unit price and the total price extension, the unit price will govern.
- ii. Sludge Calculations: There is one required pricing chart and two optional pricing charts. The unit costs each year should be entered and inflation and/or cost escalations between each contract year should be reflected.
 - a. Required: The required chart includes a blended calculation of both liquids and solids. 1-2% solid concentration should be assumed over all contract years and included in said calculation. These three years shall then be averaged to determine the average unit cost by year. The 3-year average unit cost shall be multiplied by 1,500,000 gallons to determine the total 3-year sludge cost. This 1,500,000 gallons figure was selected based on an average of the 5 years listed in Item #3 (above) and rounding down to the nearest hundred-thousand due to steady efforts of sludge reduction that the WPCF/WWTP continues to pursue.



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- b. Optional: The optional charts separate out solid from the liquid and provide a transportation charge per load area.
- iii. Unit costs shall include the total cost to the Town. The Town shall not be assessed additional fees.
- iv. The total annual bid amount is a not to exceed amount; the Town will be billed based on actual sludge gallons picked up and transported.
- v. The annual gallons of sludge is an estimate and is not guaranteed. If Beacon Falls WPCF does not meet the gallon multiplier above, the bidder will not be compensated for the difference.
- vi. Written Total 3-Year Bid Amount (required) _____.
- vii. Written Total 3-Year Bid Amount (optional) _____.
- viii. Bidder's Company Name _____.