

THE MATTABASSETT DISTRICT
NEW BRITAIN - BERLIN - CROMWELL - MIDDLETOWN
REGIONAL SEWER AUTHORITY

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April 10, 2023

CHEMICALS
INVITATION TO BID
Bid Contract 2023 - 2

Sealed Bids will be received at the office of the Executive Director of The Mattabassett District Water Pollution Control Facility, Cromwell, Connecticut, until **1 p.m. on May 4, 2023**, for the purchase of the following items for the period **July 1, 2023 to June 30, 2024**.

Sodium Hypochlorite
Sodium Hydroxide
Supplemental Carbon

The bidding forms and specifications are available on our website www.mattabassettdistrict.org/bids.

Each proposal must be accompanied by a bid bond or certified check in the amount of 5% of the net bid on each item, made payable to The Mattabassett District as a condition that if the bid is accepted a contract will be entered into.

Mattabassett District reserves the right to reject any and all bids, or any part thereof or waive defects in same, or accept any proposal deemed to be in the best interest of the Mattabassett District. Proposal packages are available on our website at www.mattabassettdistrict.org/bids.

By order of
THE MATTABASSETT DISTRICT



Arthur G. Simonian, P.E., LEED®
Executive Director

OK A.C.S.
7/11/23

**The Mattabassett District
Chemicals Procurement
Invitation to Bid (“ITB”)
GENERAL STIPULATIONS
Bid Contract 2023 - 2**

Qualified Bidders are required to submit proposals on the blank Bid Form attached hereto, and any conditions, modifications or alterations of the form shall be considered as irregular and grounds for rejection of Bidder’s proposal. Bidders may submit proposals to sell any or all chemicals listed on the proposal. Prices bid shall include all costs of freight, transportation, insurance and all other costs incidental to the loading and delivery into the District’s tanks. The price bid shall also include all labor, equipment, tools, and accessories to be furnished by the bidder. The delivered price shall include any fuel surcharge for the delivery. Prices bid shall be exclusive of all taxes not applicable to municipalities. The Mattabassett District is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Mattabassett District: Federal Tax Exempt #06-0842158. Exemption from State sales tax per *Conn. Gen. Stat.* Chapter 219, § 12-412(1). Photocopies of tax exemption certifications shall be furnished to the bidder upon request. All payment terms shall be net 30 days from inspection and approval of items delivered.

Bids must be signed with the name of the person(s), firm, or company proposing to furnish the chemical materials. The Bidder shall complete and sign the proposal correctly and accurately. If the proposal is made by an individual, his full-name and address must be shown. If the proposal is made by a firm or partnership, the full-name and address of each member of the firm or partnership must be included. If the proposal is made by a corporation, the proposal must include the name of the State under the laws of which the corporation was chartered and the name and title of the officer(s) having authority under the by-laws to sign contracts.

Each bidder’s costs incurred in developing and submitting its proposal are and remain the bidder’s sole responsibility, and the Mattabassett District shall have no liability for any such costs and expenses.

The Mattabassett District (“District”) reserves the right to award its annual chemical contract to one or more qualified, responsive Vendor bidders who have demonstrated experience with the types of chemical products required by this Invitation to Bid and who: 1) have adequate resources and the ability to obtain the anticipated quantity of the different required chemicals during performance of the Contract; 2) have demonstrated a satisfactory record of timely and complete performance; 3) and are qualified, responsible and otherwise eligible to receive an award under this ITB consistent applicable federal and state laws and regulations. The District reserves the right to reject any and all bids, or any part thereof or waive defects in same, or accept any proposal or portion of a proposal from one or more bidders deemed to be in the best interest of the District. The District in its sole discretion may withdraw this invitation to bid at any time before or after the bids are opened. Bids will not be received after the stated bid due opening date and time. Bids submitted cannot be faxed or sent by email and such bids will not be considered.

Proposals must be accompanied with a surety bid bond or certified check made payable to The Mattabassett District for five (5%) percent of the net bid on each item. Failure to furnish a bid bond/certified check shall be reason for rejection of the bid. If the proposal is not accepted, the

bid bond or certified check will be returned to the bidder. If the proposal is accepted, the certified check or bid bond will be held until the Contract is signed and a performance bond in the amount of **fifty (50%)** percent of the bid is received. The successful bidder(s) shall sign a Contract within fourteen (14) days after notice has been given. Failure to comply with this provision shall be grounds for forfeiture of the bid bond or certified check as liquidated damages to The District.

The quantities listed on the proposal sheet are approximate and are to be used only as a basis for comparison of bids: no guarantee is given, express or implied, as to actual quantities to be ordered. The successful bidder(s) shall furnish and deliver the material as ordered and contracted for by The District for the unit price bid regardless whether the quantity actually purchased is more or less than the quantity listed on the proposal. A Certificate of Analysis must accompany each shipment of Sodium Hypochlorite, Sodium Hydroxide, and Supplemental Carbon.

Bidders must acquaint themselves with the unloading facilities available at The District so there will be no misunderstanding in the event difficulties arise in unloading of material purchased. The Bidder shall provide whatever fittings, hoses, or adapters he needs so as to properly and safely transfer the product from his truck to The District's storage tank(s). Deliveries shall be made at such time and in such quantities as ordered in accordance with the instructions listed on the purchase order. Each delivery shall be accompanied by a delivery ticket. The ticket shall show the total number of gallons/pounds delivered. All such delivery tickets shall be completed to the District's satisfaction.

Days referred to in the specifications are calendar days.

Bidders shall provide three copies of current Safety Data Sheets ("SDS") and one chemical analysis sheet (Certificate of Analysis) to document that the parameters specified for each chemical will be met.

The successful bidder(s) shall purchase and maintain such insurance as will protect the bidder(s) from claims under:

- Workers' Compensation Laws
- Disability Benefit Laws or other similar employee benefit laws
- Personal Injury Liability
- Property Damage Liability
- Product liability

This insurance shall include the specific coverage and be written for not less than \$1,000,000 per incident or any limits required by law, whichever is greater, and shall include contractual liability insurance. Before delivering any order, the successful bidder(s) shall file, with The District, certificates of such insurance acceptable to The District. This insurance shall remain in effect for the life of the Contract.

All insurances provided by the successful bidder(s) under the requirements of this ITB, shall be issued by insurance companies licensed to write such insurance in the State of Connecticut. Any issuing insurance companies shall have an AM Best Rating of A- or better.

Each successful bidder is required to make good faith efforts to comply with all Federal and State laws and policies which speak to equal employment opportunity. It has always been the policy and will continue to be the strong commitment of The District, and all contractors and subcontractors who transact business with The District, to provide equal opportunity in employment to all qualified persons solely on the basis of job-related skills, ability, and merit. The District will continue to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sexual preference, religion, gender, national origin, ancestry, age, physical disability, or marital status.

Please address all inquiries regarding the District's procurement and Purchasing process and policies via facsimile or email to Elaine Brousseau, Secretary, facsimile number: 860-635-7290 email: ebrousseau@mattdist.org Questions regarding technical specifications may be directed to Ty Wagner, Operations Manager, facsimile number: 860-635-7290 email: twagner@mattdist.org All questions shall be submitted by facsimile or email and received by the District on or before **April 28, 2023, by close of business day** to enable the District to communicate its answers to all registered bidders. All questions, comments, submissions and other communications with the District regarding this Invitation must be addressed only to the above named contact persons. Any information and material received by the District that does not indicate that it is related to the ITB will be opened as general mail.

THE DISTRICT RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY AND ALL PROPOSALS AND SUBMISSIONS OR ACCEPT PORTIONS OF PROPOSALS BY ONE OR MORE BIDDERS OR TO EXTEND DEADLINES OR CANCEL THIS PROCUREMENT AT ANY TIME IF IT IS DEEMED IN THE BEST INTERESTS OF THE DISTRICT.

The District reserves the further right to modify or amend this procurement at any time before a contract award; to refuse to accept proposals that do not comply with the District's procurement requirements; to reject any proposal that is incomplete or in which there exist significant inconsistencies or inaccuracies; to waive any technical defects, irregularities and omissions if in the District' judgment it is in the District's best interest; or, to reopen the entire process if the District determines that the proposals and submissions are unacceptable.

At all times it remains solely the responsibility of a bidder to obtain any and all Addendums, if any are issued, or obtain official announcements pertaining to this ITB Neither the issuance of this ITB nor the District's receipt of a proposal creates any liability or obligation on the part of the District.

The successful bidder(s) shall timely enter into a contract with the District (the "Contract") to supply the chemicals and such Contract shall include the following terms and conditions:

The District reserves the right to terminate the Contract for its convenience upon written notice but shall pay for timely delivered chemicals which meet and conform to the District's specifications.

The Contract shall be governed by and construed under the substantive laws of the State of Connecticut without reference to any choice of law principles that would cause the application of the laws of a different jurisdiction. All actions, suits or proceedings arising out of or relating to this Contract shall be heard and determined exclusively in the State or Federal District Court having jurisdiction of the subject matter of the dispute, sitting in the State of Connecticut, and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding.

The successful bidder/contractor shall not assign its rights or obligations under this Contract. The District may void any purported assignment in violation of this section and declare the Contractor in breach of Contract.

The invalidity of any part or provision of the Contract shall not impair or affect in any manner the validity, enforceability, or effectiveness of the remaining parts and provisions of the Contract.

This Contract and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of the District, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Time is of the essence in performance by successful bidder/contractor.

The successful bidder/contractor, its agents and representatives shall indemnify, save and hold harmless the District, including the District's Board Members, officers, Executive Director and employees (collectively, the "District") from any and all claims made against the District by any third party or government agency, including but not limited to administrative proceedings, equitable relief, monetary damages, judgments, fines, costs and reasonable attorneys' fees. to the extent any such claim results from or arises out of any wrongful, willful or negligent act or omission of the bidder/contractor in the performance of this Contract; or by the breach of this Contract; or by the chemicals covered in this Contract; or any other claim arising out of this bid solicitation.

SPECIFICATIONS
Bid Contract 2023 - 2

ITEM # 1 - SODIUM HYPOCHLORITE

Sodium Hypochlorite shall be a liquid, sewage treatment grade chemical 12.5% available chlorine by weight. The Aluminum, Arsenic, Cobalt, Copper, Lead, Manganese, Nickel, and Zinc content shall each be less than 1 mg/l. The Iron content shall be less than 4 mg/l. We would like the bidder to provide pricing for Mercury content less than or equal to: 0.10 mg/l, and 0.01 mg/l. Deliveries shall be made to the District's plant unloading site by bulk tank truck in quantities between 3,000 and 5,000 gallons which may include dual stops. Approximately **100,000** gallons of Sodium Hypochlorite may be purchased. Payment will be based on the weight of each shipment.

Payment = price per wet pound x lbs. /shipment

The minimal acceptable lead-time between ordering and delivery is 5 days.

A Certificate of Analysis shall accompany each delivery clearly showing percent (%) available chlorine, specific gravity and mercury concentration.

ITEM # 2 - SODIUM HYDROXIDE

Sodium Hydroxide shall be a liquid, drinking water treatment grade chemical 25% NaOH by weight. The Iron content shall be less than 2 mg/l. Bidder shall provide pricing for Mercury content less than or equal to: 0.10 mg/l, and 0.01 mg/l. Deliveries shall be made to the District's plant unloading site by bulk tank truck in quantities between 3,000 and 4,500 gallons. Approximately **75,000** gallons of Sodium Hydroxide may be purchased. Payment will be based on the weight of each shipment.

Payment = price per wet pound x lbs./shipment

The minimal acceptable lead-time between ordering and delivery is 7 days.

A Certificate of Analysis shall accompany each delivery clearly showing the percent (%) NaOH, specific gravity, and mercury concentration.

ITEM # 3 – SUPPLEMENTAL CARBON

This Invitation to Bid for Supplemental Carbon consists of a bid for 5,000 gallons for the period of **July 2023 to June 2024**.

5. Glycerin Based Supplemental Carbon shall be a liquid, sewage treatment grade chemical with a minimum 70% purity Glycerin by weight.

Glycerin based supplemental carbon products shall be manufactured to meet the most stringent product specifications. All glycerin based supplemental carbon sources shall adhere to the following specifications:

Parameter	Specification for Supplemental Carbon	Methodology
Glycerin Content % wt/wt	68-72%	AOCS Ea 6-94
Methanol Content % wt/wt	0.1%, max	EN 14110
Fatty Acid Content % wt/wt	1.0%, max	ASTM D5555-95
Ash Content % wt/wt	10.0%, max	AOCS Ca 11-55
Specific Gravity @20C	1.215-1.235	ASTM D891-09
pH (SU)	4.0-7.0	USEPA SW-846 9095D
Viscosity cPs @ 20C	<50 cPs	ASTM D2196-10
Viscosity cPs @ 10C	<100 cPs	ASTM D2196-10
Viscosity cPs @ 0C	<150 cPs	ASTM D2196-10
Debris/Trash/Particle Size	15 micron, max	ASTM E11-09e1
Flash Point	None	ASTM D93-12
COD Value (mg/L)	Minimum 1,000,000	HACH 8000 or ASTM D1252

Crude glycerin will not be approved under any circumstances for use as a supplemental carbon source.

Deliveries shall be made to the District's plant unloading site by bulk tank truck.

Payment = price per gallon

The minimal acceptable lead-time between ordering and delivery is 7 days.

A Certificate of Analysis showing percent (%) available Glycerin, point of origin, batch date, specific gravity, pH, fatty acid content, methanol content, COD value, color and odor check, and mercury concentration shall accompany each delivery.

PROPOSAL
2023-2

Sodium Hypochlorite, Sodium Hydroxide, Supplemental Carbon

The undersigned Vendor proposes to furnish The Mattabassett District located at 245 Main Street, Cromwell, Connecticut the quantities of delivered bulk products (chemicals) listed below for the period **July 1, 2023 to June 30, 2024**. Procurement and delivery will be based on the terms of the Contract and a Purchase order from the District to the Vendor during the Contract period. The chemical products supplied shall meet the stated Specifications. Failure timely to deliver the ordered quantities or to meet the Specifications are grounds for termination of the Contract. The District will not accept or honor any claims made under "force majeure clause" regardless of the circumstances. The Mattabassett District reserves the right to terminate this contract upon 30 days written notice in the event alternate chemicals are found which provide more efficient or cost effective treatment. The bidder must fill in and accurately complete all blanks for the Item(s) bidder proposes to supply.

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price *</u>
1. Sodium Hypochlorite	100,000 Gallons	
Mercury content $\leq$ to 0.10 mg/l.		_____per wet lb. Delivered
Mercury content $\leq$ to 0.01 mg/l.		_____per wet lb. Delivered
2. Sodium Hydroxide, 25%	75,000 Gallons	
Mercury content $\leq$ to 0.10 mg/l.		_____per wet lb. Delivered
Mercury content $\leq$ to 0.01 mg/l.		_____per wet lb. Delivered
3. Glycerin Based Supplemental Carbon	5,000 Gallon	_____per gallon Delivered

Name of Bidder _____

Business Address _____

Business Telephone _____

Business Fax _____

By _____

Print Name _____

Title _____

***UNIT PRICE SHALL INCLUDE ALL CHARGES TO FURNISH & DELIVER PRODUCT FOB DESTINATION QUANTITIES SHOWN ABOVE ARE ESTIMATES AND MATTABASSETT RESERVES THE RIGHT TO INCREASE OR DECREASE THESE QUANTITIES WITHOUT ANY CHANGE IN UNIT PRICE.**