

**INVITATION FOR BID
for
WASTEWATER PLANT CHEMICALS –
DRY POLYMER**



Prepared by

**CITY OF BILLINGS
Public Works Department
Water Reclamation Facility
725 Highway 87 East
Billings, MT 59101**

August 2022



INVITATION FOR BID (IFB)

Name of Good or Service Requested:

Wastewater Plant Chemicals – Dry Polymer

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A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract to supply Wastewater Plant Chemicals – Dry Polymer for the City of Billings Public Works Department Water Reclamation Facility. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

This bid is for a fixed price on wastewater treatment dry polymer for a period of 12 months from award of a contract with an option for the City of Billings to renew that contract for one (1) year (12 months) at a time, up to a total of three (3) years, if a new price for the product can be mutually agreed upon by both parties.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled **Wastewater Plant Chemicals – Dry Polymer** for the City of Billings Public Works Water Reclamation Facility, Billings, Montana, will be received by the City Clerk of Billings, Montana, up until 2:00 PM (MST) on **Tuesday, August 16, 2022**.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail to 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this Wastewater Plant Chemicals – Dry Polymer may be obtained by contacting Mike Hecker at (406) 598-9100 (heckerm@ci.billings.mt.us) or Bruce Souder at (406) 657-8359 (souderb@ci.billings.mt.us); 725 Highway 87 E, Billings, Montana 59101.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, August 16, 2022.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.



The City of Billings is an Equal Opportunity Employer. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

- a. Carefully examine the Standards and Specifications as well as all other attached documents;
- b. Fully inform themselves of the existing conditions and limitations;
- c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, August 16, 2022.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Mike Hecker at (406) 598-9100 (heckerm@ci.billings.mt.us) or Bruce Souder at (406) 657-8359 (souderb@ci.billings.mt.us), who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

BID PRICE VALID

Bidder acknowledges that no contractual relationship with the Proposer exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.



The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary, (to be eligible for payment): <http://mtbillings3.civicplus.com/DocumentCenter/View/26004>
- City of Billings Business License: <http://ci.billings.mt.us/981/Business-Licenses>
- Montana Contractor's License: <http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration>
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: <http://erd.dli.mt.gov/work-comp-regulations>

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. Whether the bidder can perform the contract within time specified.
- d. The quality of performance of previous contracts, agreements and/or performance.
- e. Previous and/or existing compliance by the bidder with laws relating to the contract or services.



- f. Such other information which may be secured having a bearing on the decision to award the contract.

C. Contract Requirements and Specifications

The following polymers (or approved equivalents) have been tested by the City of Billings Public Works Department and determined to be acceptable contingent upon meeting all other conditions of this bid (also see Attachment B – pg. 11):

Clarifloc C-3289 1650# Super Bags	Polydyne Inc.
Zetag 8180 1650# Super Bags.....	Peak Polymer Performance, Inc.
Brenntag CP-2620 Super Sacks	Brenntag Pacific Inc.

No other polymers will be acceptable unless they are tested on a full plant scale by the City of Billings Public Works Department and determined to perform in an acceptable manner prior to the bid opening. The Public Works Department will conduct testing of polymers. Contact Mike Hecker at (406) 598-9100 or Bruce Souder at (406) 657-8359 to make arrangements for full plant scale testing.

Bid price will need to include delivery to the Public Works Wastewater Plant at 752 Hwy 87 E in Billings, MT. Delivery shall be within thirty (30) days of order unless mutually agreed with the City for a later delivery date.



D. Pricing and Addendum

Please bid net prices per pound at which you will agree to furnish required goods or services.

Polymer Name _____

Polymer Manufacturer _____

Total bid price per pound - _____ dollars
(words)

and _____ cents (\$ _____)
(words) (figures)

Total bid price per estimated 78,000 pounds per year - _____
_____ dollars and _____ cents
(words) (words)
(\$ _____)
(figures)

Addendum Acknowledgement

I/We acknowledge _____ addendum.

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.



Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.



F. Intent to Respond Form

Email the following Intent to Respond form to Mike Hecker or Bruce Souder at least four (4) working days prior to the Bid Opening date of **Tuesday, August 16, 2022**, even if your company chooses ***NOT to participate***.

To: City of Billings – Public Works Water Reclamation Facility

Attn: Mike Hecker or Bruce Souder

Phone: (406) 598-9100 (406) 657-8359

Email: heckerm@billingsmt.gov souderb@billingsmt.gov

From: _____ Contact Name

_____ Company Name

_____ Company Address

_____ Email Address

_____ Phone Number

Please indicate whether or not you intend to submit a bid on **Tuesday, August 16, 2022** by checking **Yes or No**.

We intend to respond by the specified due date:

Yes _____ No _____

_____ Company Name

_____ Date

_____ Contact Name (please print)

_____ Title

_____ Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



G. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section F).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

H. Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within 7 days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.



ATTACHMENT A

MASTER Q & A FORM

IFB: Wastewater Plant Chemicals – Dry Polymer

Master Q&A	Any questions regarding this IFB should be submitted according to the process outlined below. The City will make every effort to answer within 2 days of receiving the questions.
Q&A Process	<ol style="list-style-type: none">1. Prepare questions or concerns on the template provided.2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable).3. Submit the completed form via email to Mike Hecker at heckerm@billingsmt.gov. Attach associated documents as necessary. <p>Please contact Mike Hecker with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



ATTACHMENT B

CONTRACT REQUIREMENTS AND SPECIFICATIONS

The following polymers (or approved equivalents) have been tested by the City of Billings Public Works Department and determined to be acceptable contingent upon meeting all other conditions of this bid:

Clarifloc C-3289 1650# Super Bags Polydyne Inc.
Zetag 8180 1650# Super Bags Peak Polymer Performance, Inc.
Brenntag CP-2620 Super Sacks Brenntag Pacific Inc.

No other polymers will be acceptable unless they are tested on a full plant scale by the City of Billings Public Works Department and determined to perform in an acceptable manner prior to the bid opening. The Public Works Department will conduct testing of polymers. Contact Mike Hecker at (406) 598-9100 (heckerm@ci.billings.mt.us) or Bruce Souder at (406) 657-8359 (souderb@ci.billings.mt.us) to make arrangements for full plant scale testing.

Performance Specifications:

Dry polymer for digested wastewater sludge
Supplied at least 1,500-pound super bags
Price to include delivery to: Public Works Department
Wastewater Treatment Plant
752 Hwy. 87E
Billings, Montana

Product must meet these criteria:

- Polymer per ton of dry sludge.....23 pounds
- Polymer to be mixed at.....0.6% solids
- Sludge feed rate to the centrifuge45-75 gpm
- Centrifuge torque setting5.0-5.2
- Average Cake Solids by drying oven.....25.0%
- Average Centrate Solids.....0.14%

The estimated quantity of polymer is 78,000 pounds per year. The City of Billings Public Works Department reserves the right to purchase more or less according to need.

The City of Billings Public Works Department reserves the right to refuse any load that does not meet these specifications. Also, should the product fail to perform as previously tested; the City of Billings Public Works Department may unilaterally terminate the contract after affording the supplier an opportunity to remedy the problem.



ATTACHMENT C

VENDOR LIST

The Consolidated Companies
Attn: Jim Davis & Amber Thompson
P.O. Box 24922
Omaha, NE 68124
(800) 852-1150
athompson@consolidatedh2o.com

SNF Polydyne Inc.
Bids & Contracts Dept.
1 Chemical Plant Road
Riceboro, GA 31323
(800) 848-7659
polybiddpt@snfhc.com

Nalco, Co.
1601 W. Diehl Road
Naperville, IL 60563-1198
(630) 305-1000
customerservice.us@nalco.com

Brenntag
7535 Mossman Lane
Billings, MT 59106
(406) 628-3640
scromwell@brenntag.com;
bfjelstad@brenntag.com

Brenntag Pacific, Inc.
Laura Tua
10747 Patterson Place
Santa Fe Springs, CA 90670
(562) 903-9626
ltua@brenntag.com

Ecolab
Coleman Rockwell
1601 W. Diehl Road
Naperville, IL 60563
(406) 860-3190
crockwell@ecolab.com

Atlantic Coast Polymers, Inc.
Stuart Siegele, President
Corporate/Bid Office
6207 Bee Cave Road, Suite 180
Austin, TX 78746
(512) 732-0007
stuart@acpsouth.com

KubWater Resources
Attn: Edward Kubiak
P.O. Box 23334
Tigard, OR 97281
(503) 866-6560
orders@kubwater.com

BASF Corporation
Raahul Sathyanarayana
& Thomas Rozema
100 Park Avenue
Florham Park, NJ 07932
(704) 587-1831
municipal-water-na@basf.com

Hawkins, Inc.
Kyle Syverson
1519 Old Hardin Road
Billings, MT 59101
(406) 245-6246 x 5012
kyle.syverson@hawkinsinc.com

Carus Corp.
Barbie Smith
PO Box 599
Peru, IL 61354
(815) 224-6593
bids@caruscorporation.com

Univar USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994
Jennifer Perras – (253) 872-5000
muniteam-west@univarsolutions.com