

INVITATION FOR BID LIQUID POLYMER

Bid Submittal Due Date

February 18, 2025

No Later than 2:00 P.M.

PREQUALIFICATION REQUIRED



To

Todd Beaver
Plant Manager
Rogers Water Utilities
4300 S Rainbow Rd
Rogers, AR 72758
Email- toddbeaver@rwu.org

**Advertisement for Bids
Liquid Polymer**

The Rogers Water Utilities (RWU) of Rogers, Arkansas is inviting sealed bids from qualified bidders to provide Liquid Polymer to be used in the on-site centrifuge for dewatering.

Copies of the Invitation for Bid (IFB) and bid packet may be obtained from the RWU website at any time <https://www.rwu.org/developers-and-contractors/bids-contracts> or by request via email at toddbeaver@rwu.org . **Prequalification is required.** Bids may be turned in until Tuesday February 18, 2025, at 2:00 p.m., Bids will be publicly opened and read aloud in the meeting room at the PCF at 2:30 p.m. local time on February 18. No solicitation conference is planned.

For a copy of the IFB and bid packet or more information, contact:

Todd Beaver
Plant Manager
4300 S Rainbow Rd
Rogers, AR 72758
479-273-7378

Email- toddbeaver@rwu.org

RWU reserves the right to reject any and all bids, to accept any bid or bid alternate deemed to be in the best interest of RWU, to waive any technicalities, formalities and/or informalities in the IFB or any other formality, and to waive any informalities or irregularities in bids received, where such acceptance, rejection, or waiver is considered to be in the best interest of RWU. RWU reserves the right to accept the bid that appears from all consideration to be in the best interest of RWU. RWU may reject the bid of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters. RWU reserves the right to cancel this bid process and/or to withhold the awarding of the bid as permitted by law. The actual award of a contract pursuant to this bid process is contingent on approval by the Rogers Waterworks and Sewer Commission.

This publication was paid for by Rogers Water Utilities.

Invitation for Bid (IFB)

Liquid Polymer

INTRODUCTION

The Rogers Water Utilities (“RWU” or “the Utility”) is the municipal water and sewer utility of the City of Rogers, Arkansas. RWU operates under the supervision and management of the Rogers Waterworks and Sewer Commission (“the Commission”). RWU is inviting sealed bids from qualified bidders to provide Liquid Polymer to be used in a centrifuge for dewatering of biosolids at the RPCF. **Prequalification in accordance with the procedures in this IFB is required.**

The RPCF is located at 4300 Rainbow Road in Rogers, Arkansas. RWU operates an advanced secondary treatment plant consisting of two step screens, cyclone grit separation, three bardenpho treatment trains, secondary clarification, gravity sand filtration, gaseous chlorine disinfection and gaseous sulfur dioxide de-chlorination. The RPCF was originally placed into service at this location in 1988 with a design flow of 6.7 million gallons per day. A second treatment plant expansion was completed in March 2009 that increased the treatment capacity to 14.0 million gallons per day.

The sludge processing is located in the Solids Handling Building (SHB) on the RPCF site. The three return activated sludge (RAS) pump stations return sludge to the division box and combine with the screened influent sewage upstream of the bardenpho treatment trains. Solids are removed from the clarifier in one of two ways. Option 1 is currently used.

1. The Waste Activated Sludge (WAS) pumps send settled solids directly to the centrifuge.
2. The waste activated sludge (WAS) pump stations discharge the WAS to one of the two one million gallon aerated sludge storage tanks. The WAS is then pumped to the centrifuge that is located in the SHB.

The centrifuge thickening process which includes the addition of polymer achieves a solid content of approximately 20 percent. From the centrifuge, the sludge is moved by conveyor to the sludge dryer’s intake hopper.

The sludge dryer unit is a Therma-Flite IC 7000 and is also located in the SHB. The sludge dryer is an automated, continuous flow sludge dryer system with an ASME code-stamped thermal fluid heating module and dryer module. The programmable logic controller (PLC) automation and control of the system ensures the sludge processing conforms to the requirements of 40 C.F.R. Part 503 for Class A sewage sludge.

Operational parameters of the sludge dryer:

- a. Method: Automated, indirectly heated, continuous flow dehydration system.
- b. Capacity: 6800 to 7000 pounds of water removed per hour.
- c. Intake Hopper: 8 cubic yards standard
- d. IC 7000 Unit

Water Removal Capacity	7000 Lbs per Hour				
Hourly Feed Rate Drying to 90% solids	8077	8400	8750	9130	9692
Hourly Feed Rate Drying to 75% solids	8333	8750	9211	9722	10500
Percent Solids in Feed (Minimum 14%)	12	15	18	21	25

- e. Design for variable processing rates up to continuous 24/7 operation.

Estimated quantities of polymer needed:

The average usage of liquid polymer is currently 27.62 active pounds of polymer per dry ton to achieve an average cake of 20.15%. Annual production of biosolids for 2023 was around 2,210 dry tons. This is an estimate only and the actual amount of polymer purchased may be more or less.

RWU reserves the right to reject any and all bids, to accept any bid or bid alternate deemed to be in the best interest of RWU, to waive any technicalities, formalities and/or informalities in the IFB or any other formality, and to waive any informalities or irregularities in bids received, where such acceptance, rejection, or waiver is considered to be in the best interest of RWU. In determining and evaluating the best bid, price will not necessarily be controlling, but reliability, efficiency, expertise, and the reputation of the contractor will be considered along with any other relevant factors. RWU reserves the right to accept the bid that appears from all consideration to be in the best interest of RWU. RWU may reject the bid of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters. RWU reserves the right to cancel this bid process and/or to withhold the awarding of the bid as permitted by law. The actual award of a contract pursuant to this bid process is contingent on approval by the Rogers Waterworks and Sewer Commission

GENERAL INFORMATION

Please Take Notice that Prequalification in accordance with the procedures in this IFB is required prior to submitting a bid!

Bids may be turned in until Tuesday, February 18, at 2:00 p.m. at the PCF by hand delivery or mail. Bids will be publicly opened and read aloud in the PCF breakroom at 2:30 p.m. local time on February 18, 2024. Postage, transmission, transportation, or shipping cost of the bid is the responsibility of the bidder and RWU shall not be responsible for any bidding costs.

The successful bidder, or bidders, must agree to enter into a contract(s) with RWU. The life of the contract is to be one (1) year from the effective date, with the option to extend the contract for two (2) additional one-year periods. Shipments are to be made as needed and will arrive Monday through Friday between 8:00 AM and 4:00 PM. No price increases will be allowed for the life of the contracts. The estimated quantities stated herein are supplied as a basis for bidding purposes only. These quantities were estimated from past experience, and do not obligate RWU to purchase these exact amounts. Risk of loss in transit shall remain with the Seller until delivery to RWU. Seller shall be responsible for all shipping costs. All polymer provided pursuant to contract shall be shipped Free on Board (FOB) to the RPCF at 4300 Rainbow Road in Rogers, Arkansas.

RWU reserves the right to reject any or all bids, and to waive informalities. RWU reserves the right to award all items to one responsible bidder, or to award by item to multiple bidders.

Requirements

- A. The winning bidder shall provide sufficient copies of the products' Material Safety Data Sheet at the request of the RPCF.
- B. The liquid polymer shall be quoted in cost per pound as tested.
- C. The price shall include any fuel surcharge, delivery charge, or other charges associated with the sale or delivery.
- D. The price must be valid for 1 year and effective for up to two (2) additional one-year periods if both parties wish to extend the term of the Contract.
- E. Polymer must be delivered in approximately 375-gallon totes with threaded 2-inch connection.
- F. The winning bidder must be able to deliver at least 3 totes of polymer per order.

Delivery

- A. Delivery vehicles shall be appropriate for the product being hauled and shall carry the proper placard(s) as well as proper equipment for unloading polymer.
- B. The driver shall be trained in chemical safety and the proper loading and unloading procedures for the product.
- C. The driver shall carry the product's MSDS and other essential paper work in the event that an emergency arises.
- D. Bidder must have adequate insurance as required by the Federal Motor Carrier Act. Proof of said insurance must accompany the bid.
- E. All deliveries must be made within 4 business days of verbal order.
- F. Normal delivery hours are Monday thru Friday, 8:00 a.m. until 4:00 p.m.
- G. Deliveries shall be made thru main entrance gate at 4300 Rainbow Rd, Rogers, AR 72758. Driver must check in at operations office.

REQUIRED PREQUALIFICATION

Prequalification for bidding is required in accordance with the procedures below. This must be scheduled with the RPCF. To schedule prequalification, contact:

Todd Beaver, Plant Manager
Rogers Pollution Control Facility
4300 Rainbow Road
Rogers, AR 72758-1440
479-273-7378 ext. 307
toddbeaver@rwu.org

The final test period will end seven (7) days prior to bid opening. The testing periods will be allocated by a first come/first choice basis. Prequalification will be conducted as follows:

1. Jar testing of each prospective bidder's proposed polymers shall be performed to determine the best polymer for a one-week test trial. Each bidder will be allowed a maximum of three (3) trial polymers for jar testing. Quick testing may be done as needed to determine jar test products. Each prospective bidder must provide the equipment needed for the jar test.
2. After a prospective bidder's best polymer is determined by jar testing, a one-week test trial of each prospective bidder's best polymer will be conducted at the expense of RWU. RWU will purchase the polymer used for the test trial at the amount (price per pound) of the winning bid. Each polymer in the test trial will be evaluated based on the removal efficiency of polymer based on cost per ton of solids and water content in the centrifuge cake as well as the total impact on drying cost.
3. During the jar testing and the test trial, the prospective bidder must have a representative on site for jar testing and initial startup. During the test trial, there must be eight (8) problem-free hours of centrifuge run time with each polymer tested. If the polymer causes a malfunction in the solids process, the manufacturer will assist in clean up and re-initiation of the centrifuge process. If there are two consecutive failures, the polymer will be disqualified.
4. On the final day of the test trial, a prospective bidder's representative must be on site at the RPCF to take care of any clean up and to remove any polymer not used for testing and not purchased by RWU.
5. If any part of the prequalification procedures above are not satisfied, the prospective bidder will not be a qualified bidder and RWU will disregard the prospective bidder's bid.
6. If a product has been tested or used within three (3) years of the bid opening date, a bidder may elect to re-use previous test data. The bidder also has the option to retest.

QUALIFICATIONS/RESPONSIBLE BIDDERS

Prospective bidders that Prequalify in accordance with the procedures above will be further assessed as to whether the prospective bidder is a responsible bidder. Bidders should carefully consider their ability to perform if awarded a contract. Past performance of a bidder may be used in determining whether a bidder is responsible.

A bidder must affirmatively demonstrate the bidder's responsibility. A prospective bidder must meet the following requirements: 1) Be able to comply with the required or proposed delivery schedule; 2) Have a satisfactory record of performance; 3) Have a satisfactory record of integrity and ethics; 4) Be otherwise qualified and eligible to receive an award. 5) Be engaged in a full-time business and able to assume liabilities for any performance under a contract with RWU and/or warranty service required. Prospective bidders should provide a statement that they meet these requirements.

Further a contract shall not be awarded to a company that is in arrears in its obligations to RWU. RWU will not contract with, nor make, any payments to such company until such company has paid all obligations and debts owed to RWU or has made satisfactory arrangements to pay the same.

Insurance Coverage Requirements

Each bidder must have the following insurance coverages and provide the following requested information. All insurance must be written by an insurer licensed to conduct business in the State of Arkansas, unless otherwise permitted by RWU. The Contractor shall, at its own expense, purchase, maintain and keep in force insurance of the following types and limits that will protect against injury and/or damages which may arise out of or result from operations under the contract, whether the operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Standard Worker's Compensation Insurance as required by law;
2. Commercial General Liability occurrence type insurance (If awarded a contract, the Commission and RWU their officers, agents, and employees must be named as an additional insureds):
 - a. Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence; and,
 - b. Property Damage \$1,000,000 per occurrence; and,
 - c. Minimum aggregate policy year limit of \$2,000,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's):
 - a. Minimum combined single limit of \$1,000,000 per occurrence, for bodily injury and property damage;
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

4. Umbrella/Excess Liability (Each occurrence and aggregate) \$5,000,000

Each bidder should provide certificates of insurance with their bid. If awarded a contract, contractor must provide certificates naming the Commission and RWU, their officers, agents, and employees as additional insureds.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance shall be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form shall contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least thirty (30) days prior written notice has been given to RWU. Contractor shall also file with RWU a valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with RWU not more than ten (10) days after execution of a Contract to be entered into by Contractor and RWU.

Please provide a list of any and all insurance claims for the past 3 years.

Franchise Requirements

If the bidder is a franchise business model, the bidder must affirmatively and truthfully represent that it is in compliance with all Arkansas laws, and/or other applicable laws, pertaining to franchise businesses, including, without limitation, the Arkansas Franchise Practices Act.

Conflicts

Each bidder should also disclose any conflicts or potential conflicts with RWU including all contracts and/or transactions that might reasonably be construed to be adverse to the interests of RWU. Each responding firm should also disclose all relevant material facts regarding significant financial interests, or any influential interests, with any of RWU's employees, members of the Rogers Waterworks and Sewer Commission, elected officials of the City of Rogers, members of the Rogers City Council, and City officers and employees of the City of Rogers.

RWU may reject the bid of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU shall be the sole judge in the determination of these matters.

Ethics

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with RWU upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

DRAFT CONTRACT

The successful bidder and RWU will enter into a contract substantially in the form of the draft contract included with this IFB. Each bidder should carefully review the draft contract and consider its willingness and ability to comply with the contract terms and conditions. Bidders taking exception to the terms and conditions of the contract, or intending to propose additional or alternative language must (a) identify with specificity the terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their bid. In the event a bidder does not identify with specificity those terms and conditions to which the bidder takes exception or seeks to amend or replace or does not provide bidder's additional or alternate contract terms, RWU will assume that the terms in the draft contract are acceptable to bidder and that the bidder, if awarded the contract, will be willing to sign the contract as written.

RWU reserves the right to propose additional, different, and/or revised contract terms and undertake negotiations with the lowest (lowest total operating costs as shown by formula on bid form) responsive and responsible bidder as permitted by law. In the event RWU and the lowest responsive and responsible bidder(s) cannot reach agreement on contract terms, RWU reserves the right to reject the bid and to award the contract to the next lowest responsive and responsible bidder.

The term of the contract shall commence on a date certain occurring after the date the contract is awarded and shall continue for one (1) year thereafter.

In case of default by the awardee, RWU may, at its discretion, procure the services from other sources and may pursue any and all other legal and equitable remedies available to it.

GENERAL PROVISIONS

Sealed Bids

The Bid shall consist of

- (a) a completely filled out Bid Form with attached sheets answering each question on the form together with a copy of this IFB and any addenda or amendments;
- (b) a copy of the draft contract, along with any exceptions or objections to the draft contract together with any additional or alternative language suggested for the draft contract by bidder;
- (c) certificates of insurance coverage as specified above;
- (d) additional pages with any other information requested by this IFB.

Should any addenda or amendments to this IFB be issued prior to the time of opening the bids, a copy of each addendum or amendment shall be acknowledged by the bidder with its signature, and attached to and filed with its bid.

Each bid must be submitted on the prescribed forms in a sealed envelope with IFB name and number, closing date and time on the outside. No bid will be accepted by telephone, facsimile, or electronic mail.

Bidders should submit full and complete bids with all information requested. If information is incomplete, the bid may be disregarded and given no consideration.

The bid and all its contents must be in ink and/or typewritten and/or prepared using computer/word processor. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids cannot be altered or amended after the submission deadline. Submission of a bid indicates the bidder's acceptance of all terms and conditions of this IFB. **All bid forms must be signed with the firm's legal name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.**

IFB expenses shall be borne by the bidder.

IFB Addenda or Amendment

RWU reserves the right to revise, amend, and/or add to the specifications in this IFB up to the time set for opening the bids. Such revisions, amendments and/or additions, if any, shall be announced by addenda or amendments to this IFB. Copies of such addenda or amendments shall be furnished to all bidders. All bidders must register their name, address, telephone number, fax number and electronic mail address with RWU no later than Friday, October 22, 2021 to the contact listed below, in order to receive any addenda or amendments to this IFB. RWU reserves the right to postpone the opening of bids by such number of days as in the opinion of RWU shall enable bidders to revise their bids.

Single Bid Response

If only one bid is received in response to this IFB, a detailed bid review may be requested of the single bidder. RWU reserves the right to cancel this IFB process and solicit additional bids in the event only one bid is received.

Bid Withdrawal

After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the withdrawn bid. Written notices shall be received in the office indicated in this IFB no later than the exact date/time for the bid opening. A written modification or withdrawal received in the designated office by mail or facsimile from the receiving office no later than the date/time set for the bid opening shall be considered if such message is confirmed by receipt of RWU.

EVALUATION OF BIDS

Rejection

In addition to any other grounds for rejection stated herein, RWU may reject any and all bids for, among other reasons, failure of a bid to conform to the essential requirements of this IFB; any bid which does not conform to the specifications contained or referenced in this IFB unless the items offered as alternatives meet the requirements specified in this IFB; any bid which fails to conform to a delivery schedule established in this IFB, unless the IFB contains provisions for acceptance of offers with alternative delivery schedules; a bid imposing conditions which would modify the stated terms and conditions of this IFB, any bid determined by RWU in writing as to be unreasonable as to price. RWU may reject the bid of any bidder that RWU finds, after reasonable inquiry or evaluation, to not be responsible. RWU may reject any or all bids when RWU makes a written determination that doing so is in the best interest of RWU.

RWU shall be the sole judge in the determination of these matters.

Estimated Schedule

December 16 2024-January 24, 2025	Prequalification Period: Jar Testing and Test Trials
February 18, 2025	Bid Opening;
February 19-20 2025	Review by RWU staff; negotiations;
January 20, 2025	Review by Rogers Waterworks and Sewer Commission
January 21, 2025	Notice of Award of Contract Issued

RWU reserves the right to modify this schedule in the best interests of RWU and as permitted by law.

Bidder Inquiries

For information concerning this IFB process and additional information, contact:

Todd Beaver
 Rogers Water Utilities
 4300 S Rainbow Rd, Rogers, AR 72758
 Email- ToddBeaver@rwu.org

NOTE: Requests for information regarding this IFB must be submitted in writing by e-mail or letter no later than November 1, 2021 to the contact above. RWU may elect to not answer questions submitted after said date. Questions and answers will be sent to all registered bidders no later than February 13, 2025.

Compliance with Laws

RWU is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, sexual orientation, gender identity, transgender status, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and bidder agrees during the term of the contract that bidder will strictly adhere to this policy in its employment practices and provision of services. Bidder shall comply with, and all activities under the contract shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Business, Professional and Occupational License Requirement

All firms or individuals located in, or doing business in, Arkansas are required to be authorized to do business in Arkansas and properly licensed in accordance with all applicable federal, state, and local laws.

**INVITATION FOR BID
IFB # RPCF-2021-9-1**

LIQUID POLYMER

Business Name	Trade Names/dba's/etc.
(legal name/name under which your business enters into contracts)	

1. Please provide information showing that your business meets the requirements listed in the "Qualifications/Responsible Bidders" section of the IFB.

(please attach a separate sheet with your answers)

2. What is your bid price to provide the Liquid Polymer?

We hereby submit the following bid for liquid polymer in accordance with the information received from the prequalification process.

1. Name of Polymer corresponding to the tested MSDS _____
2. Liquid Polymer price per pound: \$ _____ (Price includes delivery and all other charges as specified in bid requirements)
3. Average lbs of polymer per ton over the final 5 days of testing (value provided by RWU) _____ lbs
4. Average solids content over the final 5 days of testing (value provided by RWU) _____ %
5. (_____ x _____) + ((1- ~~line 4%~~ / ~~line 4%~~) x \$19.46) = _____

(line 2 \$)
(line 3 lbs)
(line 4%)
(total impact per ton)

We, the undersigned, have read all the requirements set forth in this IFB and we agree to provide the requested items at the prices stated and in accordance with the terms and conditions of this IFB and, if awarded, the contract to be entered into between us and the Rogers Water Utilities of Rogers, Arkansas.

2024 Liquid Polymer

Rogers Water Utilities

Business Name (legal name)

Contact Person Name

Street Address

City, State, Zip Code

Telephone Number

Fax Number

Email Address

Person Authorized to Sign Proposal

(Title)

(Signature)

(FEIN)

Bidder acknowledges receipt of the following addenda/amendments: (if any):
