

**PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT
CHEMICALS
TOWN OF UPTON, MASSACHUSETTS
IFB 17-5**

Released: Wednesday, May 10, 2016



**BID PACKAGE
For
DRINKING WATER and WASTEWATER TREATMENT
CHEMICALS**

Contract # 17-3

**Vincent J. Roy, DPW Director
Scott Hennessey, Water & Sewer Supervisor**

Bid Opening
10:00 a.m. Thursday, May 25, 2016
Deadline for Questions
2:00 P.M. Wednesday, May 18, 2016

(Advertised in Goods and Services 5/10/2016)
(Advertised in Milford Daily News 5/10/2016)

LEGAL NOTICE

**Town of Upton
Invitation for Bids
Purchase of Drinking Water & Wastewater Treatment Chemicals
17-5**

The Town of Upton is accepting sealed bids for **Purchase of Drinking Water & Wastewater Treatment Chemicals**. All bids are subject to the provisions of **M.G.L. Chapter 30B**. Copies of the Invitation for Bids (IFB) package will be available beginning Tuesday, May 10, 2016 online at the Town's web site <http://www.uptonma.gov/procurement> or by calling the Town Manager's Office 508-529-3067 between the hours of 7:30 A.M. – 3:30 P.M. Monday - Friday, and will be available until submission deadline. Please refer to the IFB for additional information. Sealed bids proposals must be **submitted no later than 10:00 A.M. Tuesday, May 25, 2016** to Blythe Robinson, Town Manager, Town of Upton, Town Hall, 1 Main Street, Upton, Massachusetts 01568. Bids will be opened and read aloud on **May 25, 2016, at 10:10 A.M. EST** in the Board of Selectmen's Office, 1 Main Street, Upton, MA 01568.

LATE BIDS WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Blythe Robinson
Town Manager
May 10, 2016

PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS

CONTRACT # 17-5

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Contract Requirements

Bid Deposit	Will NOT be Required
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms.

* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.

** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. **The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS

SECTION 1

GENERAL INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Upton is soliciting bids for the above named project. All bids are subject to the provisions of **M.G.L. Chapter 30B**. Copies These Standard Instructions to Bidders are a part of the bid package for the **Purchase of Drinking Water & Wastewater Treatment Chemicals** for use by the Department of Public Works in the Town of Upton during Fiscal Year 2017 beginning July 1, 2016 – June 30, 2019. The contract will be renewable upon agreement by both parties at the end of each fiscal year. The Town of Upton seeks to purchase materials or services that are used to carry out the mission of the department throughout the year. It is the intent of these specifications to select one or more vendors for the items specified. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

- | | | |
|----------------------------------|----------|-------------------|
| • Invitation to Bid Issued | | May 10, 2016 |
| • Pre-Bid Conference | | Not Applicable |
| • Deadline for Written Questions | 2:00 PM | May 18, 2016 |
| • Deadline for Submitting Bids | 10:00 AM | May 25, 2016 |
| • Public Bid Opening | 10:10 AM | May 25, 2016 |
| • Bid Awarded (Anticipated) | | June 1, 2016 |
| • Commencement of Work | | Notice to Proceed |
| • Completion Date | | As required |

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Department of Public Works Office, 100 Pleasant Street, Upton, MA, or from the Town's website at: http://www.upton.ma.us/Pages/UptonMA_Procurement/index

4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "**Sealed Bid for Drinking Water & Wastewater Treatment Chemicals**". If forwarded by mail or courier, the sealed envelope must be addressed to "Blythe C. Robinson, Town Manager, Town of Upton, 1 Main Street, Suite 1, Upton, MA 01568". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Bids may not be submitted by facsimile or email.
- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and

corrections inserted. Corrections must be initialed by the person signing the bid.

- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.

5. QUESTIONS

Any questions on this project should be directed to Mr. Vincent Roy, Director of Public Works at (508) 529-3067. However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Vincent Roy either by email to cpeterson@uptonma.gov, fax: (508) 529-1001, or by mail: Department of Public Works, 1 Main St Suite 13, Upton, MA 01568-1687. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange an addenda, which shall be made a part of this Invitation to Bid and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: http://www.upton.ma.us/Pages/UptonMA_Procurement/index It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

8. TAX EXEMPTIONS

The Town of Upton is exempt from Federal Excise Taxes and Massachusetts Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. AWARDING THE BID

The Town will award the contract to the lowest responsive and responsible bidder. The Town of Upton reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Upton will enter into a written agreement with the

selected vendor. The “Bid Awarded” date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

The lowest priced bid is NOT the sole determining factor when awarding this bid, and the Town reserves the right to negotiate with the bidder that is preliminarily selected. In the event of a tie bid, the Bid that is received by the Town of Upton earliest in time shall be awarded the contract. The contract award is subject to approval of the Town Manager’s (procurement officer) and recommendation by the Board of Selectmen.

10. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this Invitation to Bid, the bidder must attach information for any substitutions they consider “as equal”, and explain how the substitution compares with the named brand’s specification. Information about substitutions must be included with the bid package. The decision as to whether the substitution is acceptable rests solely with the Town of Upton.

11. SUBMITTALS

Before any contract is awarded, the bidder may be required to furnish, without expense to the Town of Upton, a complete statement of the origin, composition and manufacture of any or all materials proposed to be furnished. All delivery charges must be included in bid prices. Deliveries must be made within ten (10) business days after the vendor receives written notice of purchase. Chemical deliveries will occur weekdays, Monday through Friday, between 7:00am and 2:30 pm. All deliveries will be scheduled in advance and authorized by the Director of Public Works or his designee. Chemicals which are delivered outside of the specified time will not be accepted without prior approval from the Director of Public Works or designee. The vendor shall immediately notify the Director of Public Works or designee in the event of any delay. Numerous delays may be grounds to for cancellation of the contract.

The vendor’s personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required under the Commonwealth of Massachusetts regulations. All work must be done in accordance with applicable industry standards, codes and regulations, and/or manufacturer’s specifications. The vendor is responsible for providing adequate safety measures during work to ensure protection of life and property. The vendor shall ensure the delivery driver wears the appropriate personal protection equipment during the transportation and loading operations.

All containers and appurtenances shall be dedicated solely to the chemical that is being delivered. Hoses, couplings and adaptors shall be free of residue from previous deliveries. Bidders must provide pricing for both year one (1) and year two (2) in order to be considered responsive. The vendor must submit a Manufacturer’s Materials Safety Data Sheet (MSDS) along with the bid package. A new MSDS must be submitted if any revision or change occurs during the contract.

The vendor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service. Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

12. BID BOND

A Bid Bond in the amount of five percent (5%) **is not** required for ALL projects.

13. PERFORMANCE BOND

A Performance Bond **will not** be required for portions of this bid.

14. STORAGE, HANDLING, AND DELIVERY

Storage, handling and delivery of the materials purchased under this IFB shall be subject to the following provisions:

1. Ship, handle, and protect the materials in accordance with the manufacturers' instructions. Materials damaged by improper handling or storage during shipment shall be repaired or replaced by the Bidder as directed by the Director of Public Works.
2. During shipment, all materials shall be covered and protected against damage from sunlight, rain and/or other environmental conditions. All materials shall also be braced and protected from any distortion or damage during shipment. Any damage resulting from improper storage during shipping shall be a basis for rejection of materials.
3. Delivery will be made to either the Upton Wastewater Treatment Facility at 43 Maple Avenue, Glen Avenue pump station, West River Street pump station, and Municipal Well # 3 pump station also located on West River Street, Upton Massachusetts.
4. The Upton Water Division will designate an area at the Wastewater Treatment Facility, Glen Avenue pump station, West River Street pump station, and Municipal Well # 3 pump station for the storage of delivered materials.
5. Once unloaded at the storage location, the Water & Sewer Superintendent or his/her designee will inspect the delivered materials. Acceptance of the delivered materials will be certified in writing. Any damage to the delivered materials during unloading operations will be the responsibility of the Bidder.
6. Delivery charges shall be incorporated into the bid prices for the listed items. The Town will not accept separate delivery charges.

15. WARRANTY

Each product furnished shall be guaranteed by the successful Bidder to be free from adulterants or impurities which might cause hazards or stoppages in the operation of standard equipment using the specified products. If a product is found to consistently not meet the specifications or to be of such low quality that standard equipment stoppages are frequently caused by the product, the Director of Public Works will have the right to cancel any awarded bid.

1. By submitting a bid in response to this IFB, Bidders warrant that chemicals provided as a result of this IFB:
 - a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for drinking water and wastewater treatment chemicals,

- b. Conform in all respects to the chemical specifications contained within this IFB,
- c. Are free from adulterants or impurities of any kind, and

- d. In addition to other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this IFB.
2. If at any time any chemical supplied by the Supplier fails to conform to the specifications, then the Supplier shall, at no additional cost to the Town of Upton, promptly replace any such chemical. If the Supplier is unable to remedy such nonconformity during a time period consistent with the requirements, The Town may undertake to remedy the nonconformity and in such a case the Supplier shall reimburse the Town for any costs thereby incurred.

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to deliver all **Drinking Water & Wastewater Treatment Chemicals** in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred with delivering the chemicals that is required by the contract documents of which this BID is a part.

BIDDER acknowledges receipt of the following ADDENDA:

No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:

In submitting this BID, the BIDDER acknowledges that:

1. The lump sum prices include all materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents.

END OF STANDARD INSTRUCTIONS TO BIDDERS

PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS

SECTION 2

PRODUCT SPECIFICATIONS

Item 1: Sodium Hypochlorite Solution - For Drinking Water

12.5% to 15% solution shall comply with the most recent American Water Works Association Standard for Hypochlorites with the following additions and exceptions:

1. An affidavit, as described in Section 1.3 of B300-92, shall be supplied at the time of each delivery. The affidavit shall also state the strength of the Hypochlorite. Any shipment without this affidavit will not be accepted. The Certificate of Analysis shall contain the following data:
 - Date & time of manufacture
 - Percent of Chlorine by weight
 - Excess Sodium Hydroxide
 - Specific gravity
 - pH
 - Physical form and color
2. An affidavit of compliance shall be supplied with each shipment. Deliveries shall be made in 5 gallon containers not to exceed 200 gallons to the Upton Wastewater Treatment Facility located at 43 Maple Avenue in Upton, Massachusetts, when required by the Upton Water & Sewer Division.
3. The Sodium Hypochlorite shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI//NSF Standard 60, Drinking Water Treatment Chemicals. Sodium Hypochlorite shall have a pH between 11 and 13. A pH not within this range may be grounds for rejecting the delivery. Sodium Hypochlorite shall be delivered between 0.1 and 0.5 weight percent excess Sodium Hypochlorite. Excess Sodium Hypochlorite within this range may be grounds for rejecting the delivery. The delivery time of the shipment should not exceed 72 hours from the time of product manufacture. The bidder shall state the country in which the Sodium Hypochlorite is to be manufactured.

Item 2: Caustic Potash, Liquid (Potassium Hydroxide, KOH) – For Drinking Water

Deliveries shall be in bulk lots not to exceed 2,600 gallons. Solution shall be 45% KOH Solution as specified in the most recent American Water Works Association (AWWA) Standard for Potassium Hydroxide with the following additions and exceptions:

1. An affidavit of compliance as described in Section 4.1, 6.2.5.and 6.2.6 of the Safe Drinking Water Act. The affidavit shall state the strength of the Potassium Hydroxide, grade, and date of manufacture, specific gravity, color, clarity, cleanliness and status as to whether the Potassium Hydroxide conforms to the AWWA standard. Product that is non-conforming will be rejected. Any shipment without this affidavit will not be accepted.
2. The Potassium Hydroxide shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI//NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.
3. The Potassium Hydroxide shall be unloaded by the vendor into chemical storage tanks located at the Glen Avenue and the two West River Street well field locations in Upton, MA. Bids must indicate the strength of Potassium Hydroxide to be delivered. The bidder shall state the country in which the Potassium Hydroxide is to be manufactured.

**Specifications for Caustic Potash, Liquid (Potassium Hydroxide, KOH)
45% KOH Standard Liquid Grade**

<u>Parameter</u>	<u>Specifications</u>	<u>Reference Methods</u>
Total Alkalinity As Weight % KOH	45.0 to 46.0	ASTM: E - 291.90
Weight % K ₂ CO ₃	0.2 Max.	AOAC: 920.194
Weight % Na	OH 0.43	Max.SMEWW: 3500-Na:C
Weight % Na	0.25 Max.	SMEWW: 3500-Na:C
ppm KCl	50 Max.	SMEWW: 4500-Cl-:F
ppm KClO ₃	10 Max.	SMEWW: 4110
ppm K ₂ SO ₄	30 Max.	SMEWW: 4500-SO ₄ :-B
ppm Fe	2 Max.	SMEWW: 3500-Fe:C
ppm Pb	0.90 ppm	SMEWW: 3500-Pb:C
ppm Heavy Metals (as Pb)	10 Max.	SMEWW: 3120
ppm Hg	0.045 Max.	SMEWW: 3500-Hg:B

Item 3: Sodium Aluminate – for Wastewater Treatment

<u>Product Specification Parameter</u>	<u>Requirement</u>	<u>Test Method</u>
<i>A. Chemical Requirement</i>		
Avail Sodium Aluminate	60 min	AWWA B405-94
NaAlO ₂ , %(w/w)	(19.8% w/w Al)	
Excess Sodium Oxide,%	3-5	AWWA B405-94
<i>B. Impurities</i>		
	<i>Limit</i>	<i>Test Method</i>
Insoluble matter, %(w/w)	1.0 max	AWWA B405-94
Iron, mg/kg of Al	0.8 max	BS EN 1302: 1999
<i>C. Toxic Substances</i>		
	<i>Limit mg/kg of Al</i>	<i>Test Method</i>
Arsenic (As)	40 max	BS EN 1302: 1999
Cadmium (Cd)	50 max	BS EN 1302: 1999
Chromium (Cr)	700 max	BS EN 1302: 1999
Mercury (Hg)	10 max	BS EN 1302: 1999
Nickel (Ni)	700 max	BS EN 1302: 1999
Lead (Pb)	200 max	BS EN 1302: 1999
Selenium (Se)	40 max	BS EN 1302: 1999
Antimony (Sb)	40 max	BS EN 1302: 1999

PHYSICAL PROPERTIES OF SODIUM ALUMINATE ARE AS FOLLOWS:

- Description
 - Appearance is cloudy liquid
 - Solubility: > 400g/L

TEST AND INSPECTION

- All Sodium Aluminate shall comply with test in accordance with the requirement of specification.

Item 4: Poly-Aluminum Chloride (EPIC WW 58 – Coagulant) – For Wastewater Treatment

Description: Water Soluble Salt

- % as Polyaluminum Chloride = 33% - 35%
- % Aluminum Oxide = 10.5 to 10.7%
- % Aluminum = 5.7 +/-0.2
- Specific Gravity = 1.26 – 1.27

Properties:

- Appearance: clear to slight haze
- Boiling point: 220 degrees
- Freezing point: 14 degrees
- Specific Gravity: 1.25 ± .02
- Insolubles: less than 0.01%
- Solubility in water at 68 degrees F: 100% (by weight)
- pH in concentration: 2.7 ± .2

Item 5: Sodium Bi-Carbonate– For Wastewater Treatment

Product Identification

- CAS #: 144-55-8
- Formula: NaHCO₃
- Molecular Wt.: 83.982
- Toxicity: LD 50:5g/Kg (oral in rats)

Physical and Chemical Properties

- Total alkalinity (as NaHCO₃): 99.20 %, min
- pH: 8.8 max
- Chlorides (as Cl): 0.06%, max
- Matter insoluble in water 0.10%, max
- Sulphates (as SO₄) 0.07%, max
- Iron (as Fe) 0.004%, max
- Heavy Metals (as Pb) 5 ppm, max
- Arsenic (as As) 1.5 ppm, max
- Copper (as Cu) 30 ppm, max

PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS

SECTION 4/ FORMS

FORM A

Bid Form

Year 1: July 1, 2016 - June 30, 2017							
Bid Item		Unit Price	Unit Type		Estimated Quantity per Year	Subtotal	
<u>ITEM 1: Sodium Hypochlorite Solution</u>		Estimate 125 gal/delivery	\$	Gallon	X	1,000 gallons	\$
Manufactured Country:							
Concentration:							
<u>ITEM 2: Potassium Hydroxide (KOH)</u>		Estimate 2,700 gal/delivery	\$	Gallon	X	10,000 gallons	\$
Manufactured Country:							
<u>ITEM 3: Sodium Aluminate</u>		Estimate 1,400 gal/delivery	\$	Gallon	X	5,000 gallons	\$
Manufactured Country:							
<u>ITEM 4: Poly-Aluminum Chloride</u>		Estimate 700 gal/delivery	\$	Gallon	X	2,500 gallons	\$
Manufactured Country:							
<u>ITEM 5: Sodium Bi-Carbonate</u>		Estimate 2,000 lbs./delivery	\$	Pound	X	4,000 pounds	\$
Manufactured Country:							

Year 2: July 1, 2017 - June 30, 2018						
Bid Item		Unit Price	Unit Type		Estimated Quantity per Year	Subtotal
ITEM 1: Sodium Hypochlorite Solution	Estimate 125 gal/delivery	\$	Gallon	X	1,000 gallons	\$
ITEM 2: Potassium Hydroxide (KOH)	Estimate 2,700 gal/delivery	\$	Gallon	X	10,000 gallons	\$
ITEM 3: Sodium Aluminate	Estimate 1,400 gal/delivery	\$	Gallon	X	5,000 gallons	\$
ITEM 4: Poly-Aluminum Chloride	Estimate 700 gal/delivery	\$	Gallon	X	2,500 gallons	\$
ITEM 5: Sodium Bi-Carbonate	Estimate 2,000 lbs./delivery	\$	Pound	X	4,000 pounds	\$

Year 3: July 1, 2018 - June 30, 2019						
Bid Item		Unit Price	Unit Type		Estimated Quantity per Year	Subtotal
ITEM 1: Sodium Hypochlorite Solution	Estimate 125 gal/delivery	\$	Gallon	X	1,000 gallons	\$
ITEM 2: Potassium Hydroxide (KOH)	Estimate 2,700 gal/delivery	\$	Gallon	X	10,000 gallons	\$
ITEM 3: Sodium Aluminate	Estimate 1,400 gal/delivery	\$	Gallon	X	5,000 gallons	\$
ITEM 4: Poly-Aluminum Chloride	Estimate 700 gal/delivery	\$	Gallon	X	2,500 gallons	\$
ITEM 5: Sodium Bi-Carbonate	Estimate 2,000 lbs./delivery	\$	Pound	X	4,000 pounds	\$

Form B
BIDDER ACKNOWLEDGMENTS

PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS
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(Bid Form Consists of three (3) Pages)

Bidder Name: _____

Bidder Acknowledges Addenda# _____

The **Bid Price Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned proposes to provide the services in accordance with the requirements provided by the Town dated **July 1, 2016** and any additional **addenda** that may be issued by the Town and provided to bidders prior to the opening of the bids. The undersign hereby states that this offer is effective for (a) at least thirty (30) calendar days from the opening date of the bids, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

The undersigned further agrees that, if selected for award of the contract under this bid, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature of Bidder)

(Printed Name and Title of Signatory)

Business Address

(City/Town, State Zip)

(Telephone)

(FAX)

(Email)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

THIS FORM MUST BE COMPLETED and FILED WITH THE SEALED BID SUBMISSION

The BIDDER has responded to and completely filled in all required spaces in the BID document.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____

Address _____

Town _____

By _____

(Authorized Signature)

Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

President

Secretary

Vice President

Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer.

Form C
CERTIFICATION OF GOOD FAITH

PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS
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The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion of fraud with any other person. As used in this certification the word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of Business)

Form D
OSHA CERTIFICATION

**PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS
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A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

_____ certifies that:
(Name of Authorized Representative of Contractor)

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of Authorized Representative of Contractor)

(Company Name)

Form E
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of individual submitting bid or proposal)

(Name of Business)

Form F
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Form G
Professional Reference Form

Customer: _____

Mailing address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary, a minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**SAMPLE
PURCHASE OF DRINKING WATER & WASTEWATER TREATMENT CHEMICALS
AGREEMENT**

THIS AGREEMENT made this ____ day of July, 2016 by and between the TOWN of UPTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at, 1 Main St Suite 1, Upton, MA, 01568 hereinafter referred to as the "TOWN", and _____, Inc., a corporation having a usual place of business at _____, _____ Massachusetts, _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of bids for the purchase of **Drinking Water & Wastewater Treatment Chemicals**, "the Project"; and

WHEREAS, the CONTRACTOR submitted a Bid to provide the material or perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement and the CONTRACTOR's Bid Response. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **The Work.** The Work consists of delivery of various **Drinking Water and Wastewater Treatment Chemicals** as described in the general specifications.
3. **Term of Contract.** This Agreement shall be in effect from **July 1, 2016** and shall expire upon **June 30, 2019**, unless terminated earlier pursuant to the terms hereof.
4. **Compensation.** The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Bid Price.
5. **Payment of Compensation.** The TOWN shall make payments within thirty (30) days after its receipt of an Invoice.
6. **Liability of the TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
10. Termination.
 - A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
 - B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

C.

11. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, the CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
12. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other
13. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
14. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the

matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this contract.

Town Accountant

TOWN OF UPTON, MA

By its: **Town Manager**

CONTRACTOR:

(Signature)

(Print Name and Title)