Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

Department of Public Works

Marlo M. Warner II
Director of Public Works
189 Wells Street ● Greenfield, MA 01301
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INVITATION TO BID

Sealed Proposals addressed to the Department of Public Works, 189 Wells Street, Greenfield, Massachusetts and endorsed "Proposal for Contract DPW 20-08, Water and Wastewater Treatment Chemicals" will be accepted by the Department of Public Works in the new Administration Building at the DPW Yard. Bids will be accepted until 2:00 P.M. on Tuesday, January 28, 2020 and then at that time, publicly opened and read aloud in the Administration Building Meeting Room.

Specifications and bid forms may be secured electronically at no charge by contacting alan.twarog@greenfield-ma.gov or by downloading them from the City's Purchasing Department's webpage at https://greenfield-ma.gov/p/1815/Current-FY20-IFBRFPRFQRFS.

Bids shall be submitted in duplicate in a sealed envelope plainly marked "Proposal for Contract DPW 20-08, Water and Wastewater Treatment Chemicals" on the outside. Only Bid Forms 1-5 and required product information shall be submitted in duplicate.

The City of Greenfield reserves the right to accept or reject any or all proposals if the City deems it in the public interest or in the interest of the City to do so.

The contract/bid awarding authority is:

City of Greenfield
Department of Public Works
Greenfield, Massachusetts

Please advertise January 13th and January 20th, 2020 Adv: Recorder

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SECTION A: INSTRUCTIONS TO BIDDERS

1. General

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of conditions and specifications and to have fully informed himself as to the special conditions, contract and other documents.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time specified in the Notice to Bidders will not be considered.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made part thereto. Further, no bid will be considered which contains any letters or memorandum qualifying the same, or which is not properly executed. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, telephone, fax, or electronic bids or modifications will be considered.

The prices must be quoted in the units of measure **EXACTLY** as stated on the **OFFICIAL BID FORM** and shall be completed legibly in ink or typewritten. **The unit of measure SHALL NOT be changed by the bidder.**

The Bid Prices shall include **all** delivery costs, overhead and profit incurred by the vendor in supplying the product. No fuel surcharges or surcharges of any kind to unit prices will be allowed during the contract period.

Purchases made by the City of Greenfield are exempt from payment of Federal Excise Taxes, Federal Transportation Tax and Commonwealth of Massachusetts Sales Tax, and any such taxes must be excluded from the prices set forth on the Bid Form. Tax exemption certificates will be furnished by the City upon execution of its respective Contract with the successful bidder.

A bidder may elect to submit prices for any single product or group of products specified on the OFFICIAL BID FORM found at the end of this document. A bidder need not offer prices for all items requested by the City. Items not being offered for purchase from the Bidder may be indicated by "no bid" in the unit price column of the OFFICIAL BID FORM. Blanks as appearing for any item in the Unit Bid Price column shall be interpreted as a "no bid" response from any bidder

All bid prices shall be of the proper unit quantity and measurement (i.e., $ per lb., $ per gallon, $ per dry ton, etc.). **All bid prices less than $1.00 shall be submitted valued to 4 (four) places to the right of the decimal in U.S. Currency.** All chemical must meet latest AWWA & NSF 60 standards of latest edition.

2. Submission of Proposals

ALL PROSPECTIVE BIDDERS SHALL SUBMIT SEALED PROPOSALS IN DUPLICATE ON THE OFFICIAL BID FORMS ONLY. Only Bid Forms 1-5 and required product information shall be submitted in duplicate. The sealed envelope submitted by the prospective bidder shall be plainly marked "Proposal for Contract DPW 20-08, Water and Wastewater Treatment Chemicals".

Where proposals are sent by mail to the City, the bidders shall be responsible for their delivery to the City before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered.

3. Receipt and Opening of Bids

Bids will be received and opened by the Dept. of Public Works Water Facilities Supt. or by his/her authorized representative provided nevertheless in the sole discretion of the awarding authority that the opening of bids may be delayed when due to conditions beyond the control of the awarding authority. The awarding authority shall notify all bidders of such delay and the time and place of the opening of the bids.

4. Signatures

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder (if the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation. The Clerk of the Corporation shall attest to the authority of the signature).

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated, and the names of its officers shall be given.

5. Acceptance of Bid and Its Effect

5.1 Within seven (7) working days after the opening of the bids, the City will act upon them. The acceptance of a bid will be given to the successful bidder by notice in writing signed by a duly authorized representative of the City. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as herein before provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. The acceptance of a bid, as provided herein, shall constitute the award of the contract.

5.2 In the event of **Tie Bids**, the representatives of the vendors submitting the tie bids shall be notified of the tie and invited to attend a tie breaker session prior to acceptance of the bids. If a vendor can not have a representative present, a representative will be selected from those present to draw for that vendor. The representative for each vendor shall have the opportunity to draw straws for the privilege of being awarded the contract to supply that chemical for the term of this contract. The vendor represented by the Long Straw drawn shall be considered the accepted bidder.

6. Competency of Bidder

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City of Greenfield.

7. Obligation of Bidders

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

8. Time for Executing the Contract

The bidder whose bid shall be accepted will be required to execute a Contract with the City. Failure or neglect to execute a Contract within the said period of fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid. The City shall then go to the next lowest bidder to execute a contract.

9. Time of Payment

The City shall make payment within thirty (30) days after delivery of any purchase made under the terms of this Contract, acceptance, and proper invoice of same is submitted and approved by the proper authority in each community.

10. Questions/Interpretation of Contract Documents

All questions relative this invitation to bid and the specifications shall be directed to:

Mark Holley, Water Facilities Supt.
Department of Public Works
384R Deerfield Street
Greenfield, MA 01301

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, he may submit to the Water Facilities Supt. a written request for an interpretation thereof. To receive consideration, such questions shall be submitted in writing at least five working days prior to the date of receipt of proposals. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. If, after award of contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Water Facilities Supt. will be final and binding.

11. Catalogs

Each bidder shall submit in duplicate where necessary catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes, and the like not covered in the specifications necessary to fully describe the materials or work he proposes to furnish. Material Safety Data Sheets (MSDS) for each chemical shall accompany the bid form and the very delivery of each chemical.

12. Non-Discrimination

The Contractor, in performing under this contract, shall not discriminate against any worker, employee, or applicant for employment because of race, creed, color, sex or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to nondiscrimination.

13. Patents

It is agreed that the Contractor shall indemnify, save and keep, jointly and severally or jointly or severally, the City harmless against all liabilities, judgments, loss, costs, damages, and expenses which may in any wise come against the City or its licensees, permittees, and assignees, respectively, by reason of the use or of any claim of the use of any patented material, design, machinery, device, equipment or process furnished by the Contractor and accepted by the City.

14. Inspection and Responsibility

The City shall have a right to inspect, by its authorized representatives, any material as herein specified. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

15. Rejection of Material or Services

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship or composition are subject to rejection and may, at the option of the City, be rejected.

ALL CHEMICALS USED FOR THE TREATMENT OF POTABLE WATER PROVIDED THROUGH THIS BID AND CONTRACT SHALL COMPLY WITH THE LATEST REVISIONS OF THE AMERICAN WATER WORKS ASSOCIATION SPECIFICATIONS.

Certain items listed herein are to be used in the treatment of **potable water** and shall contain **no soluble materials or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming the water which has been properly treated with these chemicals.**

Any vendor who has a quality control problem with a product awarded under this Bid shall promptly notify the City of the product in question of the problem in sufficient detail for proper action.

Product Warranty: Any product supplied which is found to have a quality control problem, shall be warranted by the supplier and/or manufacturer for the damages or other problems resulting from use of the product. If in the opinion of the City, items delivered are found to be imperfect or of a grade inferior to that set fourth in the specification or are found to be deficient against any other standard set forth in the contract, they will be rejected and must be replaced without expense to the City. Final decision concerning the quality of items as delivered is to rest with the City.

16. Replacement

Materials or components that have been rejected by the City, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.

17. Removal

Any material or components rejected shall be removed within a reasonable time from the premises of the utility at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

18. Subletting of Contract

No contract shall be assigned or any part of the same subcontracted without the written consent of the City; and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

19. Duration of Contract

The contract term shall be from March 16, 2020 through June 30, 2021. Prices shall be held firm for such period, including the time beforehand that bids are being considered for award and through contract execution.

20. Verification of Weight

The quantity of material delivered by truck shall be ascertained from a certified weight ticket.

21. Demurrage

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

22. Deliveries

The specific delivery points for each chemical are listed elsewhere in these bid documents.

Other than on gaseous chlorine cylinders, deposit on containers, pallets or any other shipping media will not be paid, but the City will be liable for any loss or damage while said media are at the final delivery location under the City's care and control. The City will not be responsible for damage which occurs during shipment to and from the delivery location.

The City agrees to the minimum delivery quantity of product set forth in the "Usage" section of the technical specifications for each product list attached.

Incorrect orders shall be returned to the Contractor as his sole expense.

Contractors shall be required to comply with AWWA B302 and Chlorine Institute pamphlet #17, which specifically recommends valves be replaced with new or reconditioned valves, prior to each filling.

23. Trade Names

In cases where an item is identified by a manufacturer's name, trade name, or catalog number or reference, it is understood that the bidder proposes to furnish the item as identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, or forwards with his bid a cut or illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish having major or minor variations from specification requirements but complying substantially therewith.

24. Permits

The Contractor shall take out all permits and licenses necessary to carry out the work described in this contract. The Contractor will assume the cost of the permit.

25. Firm Price

Only firm price bids will be accepted.

SECTION B: CONTRACT CLAUSES

1. DEFINITIONS:

1.1 Acceptance: All contracts require proper acceptance of the described goods by the City. Proper acceptance shall be understood to include inspection and acceptance of goods by the City to insure that the services are complete and are as specified in the Contract.

1.2 Contract Documents: All documents relative to the contract including instructions to Bidders, Proposal Form, Contract Clauses, General specifications, Other Specifications included in all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

1.3 The Contractor: The "other party" to any contract with the City. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Supplier, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.

1.4 Date of Substantial Performance: The date when the work is sufficiently complete and all goods are delivered in accordance with contract documents, as modified by Amendments and Change Orders.

1.5 Owner: The City of Greenfield, acting by and through its Mayor, responsible for the administration of the Contract.

1.6 Subcontractor: Those having a direct contract with the Contractor.

1.7 Goods: Goods, Supplies or Materials as described in the Contract. All terms used have the meaning set forth in MGL C30B as amended from time to time. This contract for purchase includes all delivery, installation or setup requirements at no additional cost as set forth herein. All goods shall be delivered within five (5) business days from date of order. All goods shall be delivered F.O.B. destination to the City location.

2. SUBJECT TO APPROPRIATION:

Notwithstanding anything in the contract documents to the contrary, any and all payments, which the City is required to make under this contract, shall be subject to annual appropriation or other availability of funds as certified by the City Accountant.

3. PAYMENTS:

The Contractor shall submit proper invoices for the services rendered and accepted by the City. All other deliveries of goods shall be billed for upon inspection and acceptance of the items by the City. An original invoice and one copy shall be completed and submitted.

Submit invoices to: City of Greenfield
Department of Public Works
189 Wells Street
Greenfield, MA 01301

The invoice shall contain the following information:

1. Date of delivery
2. Item description
3. Unit and total price in US dollars
4. Payment terms to include any prompt payment discount offered.

4. PERMITS AND APPROVALS:

It is the Contractor's responsibility to secure, obtain and pay for any Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract.

5. THE CONTRACTOR'S BREACH AND THE CITY'S REMEDIES:

5.1 Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City shall have all the rights and remedies provided in the contract documents, the right to cancel, terminate, cure or cover the breach and/or suspend the contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of the Contract including damages and specific performance, and the right to select one or more of the remedies available to it.

5.2 Attorney Fees: In the event that any dispute arises concerning this Contract or in the event of any claim, suit, action, proceeding, either judicial or administrative in nature, as a result of the default, delay, breach, wrongdoing, action or inaction of the Contractor, then the Contractor shall be liable for, and shall pay for, all reasonable costs, fees and expenses of the City including expenses and fees for hiring experts and for attorney's fees at the rate of $150.00 per hour. The obligations created herein arise regardless of whether an administrative proceeding, arbitration or litigation is commenced and shall include consultation, advice or counsel sought from any attorney or expert in connection with any such default, delay, breach, wrongdoing, action or inaction of the Contractor.

6. TERMINATION:

6.1 Termination for Default: The following shall constitute default or material breach of this Contract by the Contractor entitling the City to the remedies described in paragraph 6:

a. any material misrepresentation made by the Contractor;

b. any failure by the Contractor to perform any of its obligation under the contract including but not limited to (i) failure to commence performance at the time specified or if not specified, in a reasonable time, (ii) failure to complete the contract on time, (iii) failure to deliver the goods in a manner to the reasonable satisfaction of the City, (iv) failure to re-perform, cure or correct delivery of goods which were rejected by the City, (v) discontinuance of services, or (vi) violation of any provision of this Contract and in strict conformity with the specifications.

Additionally, the City may terminate this Contract if the Contractor:

a. is bankrupt or insolvent;
b. makes a general assignment for the benefit of his creditors;
c. is appointed a trustee or receiver for himself or any of his property;
d. files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or other applicable laws;
e. disregards direction by the City designated representative.

6.2 Termination for Convenience:

The City may terminate this Contract in whole or in part when and if the DPW Director determines that such termination would be in the best interest of the City. The DPW Director determination shall be by written modification delivered to the Contractor. The City will reimburse the Contractor for goods supplies in accordance with the Contract and accepted by the City before such termination. Anticipatory profits for the portion of the Contract canceled will not be paid to the Contractor.

7. STATUTORY COMPLIANCE:

7.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and whenever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

7.2 Whenever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

7.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs, damages and expenses arising therefrom.

7.4 The Contractor shall keep itself fully informed of all existing and future state and federal laws and municipal by-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the specifications or contract for this work in violation of any such law, by-law, regulations, order or decree, the Contractor shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors or any such law, by-law, regulation or decree.

8. CONFLICT OF INTEREST:

Both the City and the Contractor acknowledge the applicability of the State Conflict of Interest Law (General Laws Chapter 268A) to the relationships established by this Contract. This Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the contract documents the Contractor certifies to the City that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

9. CERTIFICATION OF TAX COMPLIANCE:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Sec. 49A, (Requirement of Tax compliance by

All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

10. DISCRIMINATION:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by Federal Law and any statutes, executive orders, rules, regulations and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

11. ASSIGNMENT:

Assignment of this contract is prohibited, unless assignment is provided for expressly in the contract documents.

12. CORPORATE CONTRACTOR:

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate of Corporate Vote certifying the corporate authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This Contract shall not be enforceable against the Community/Utility unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 1-C of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Ch. 181, Sections 3 & 5, and any Acts and Amendments therefore, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

13. LIABILITY OF PUBLIC OFFICIALS:

To the full extent permitted by law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this Contract.

14. NOTICE TO THE CONTRACTOR AND THE CITY:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient only if sent to the address set forth in the Contract. Notice to the City shall be deemed sufficient only if sent to the City of Greenfield, Dept. of Public Works, 189 Wells Street, Greenfield, MA 01301.

15. BINDING ON SUCCESSORS:

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

16. COMPLETE CONTRACT:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

17. PROTECTION OF PROPERTY and CONTRACTOR IDENTIFICATION:

17.1 The Contractor shall exercise reasonable care to protect City and individually-owned property throughout the period of this Contract. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall repair or replace the property to such as it was prior to the incident at no additional cost to the City or the individual. If the Contractor fails or refuses to perform repairs or replace the property, the Contractor shall be liable for the cost, which may be deducted from the contract price.

17.2 All Contractor’s agent(s), employee(s), subcontractor(s), other persons, and transportation vehicles shall display positive identification when entering upon the premises of the City for the purpose of executing the terms and conditions of this Contract.

18. INDEMNIFICATION:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or

indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

18.1 The Contractor further agrees to indemnify and hold harmless the City, including its agents, employees and representatives, from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the quality or delivery of the goods, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

18.2 The Contractor shall be responsible for all damage or injury to property of any character in connection with the quality and delivery of the goods if caused by any act, omission, neglect, or misconduct of the Contractor.

18.3 In any and all claims against the City or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

18.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

19. CONTRACTOR'S INSURANCE

19.1 **Insurance Certificates.** The Contractor will not be permitted to start any work until he has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the City.

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the City, insurance satisfactory to the City as follows:

A. Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.

B. Comprehensive Commercial Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability*	$1,000,000 each occurrence $2,000,000 aggregate

* or $1,000,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive Commercial Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor himself with his own employees, called "premises operations."

2. Work performed by his subcontractors, called "sublet work" or Independent Contractors (this is referred to as Contractor's Protective Liability).

3. The Contractor's liability assumed under this contract, called "Hold Harmless" clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).

4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).

5. If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as "XCU" coverage).

C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

<u>Limits of Liability</u>

Bodily Injury	$500,000 each person $1,000,000 each accident
Property Damage	$1,000,000 each accident

* or $500,000 single limit combined Bodily Injury and Property Damage.

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this Contract.

D. All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the City before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

   If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

   * If blanket coverage is furnished, this particular Contract need not be referred to.

E. The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractor's work, insurance of the types and to the limits specified in paragraphs A to C, inclusive, above. It shall be the responsibility of the Contractor to insure that all his sub-contractors comply with all of the insurance requirements contained herein relating to such sub-contractors.

No insurances required or furnished hereunder shall, in any way, relieve the contractor of, or diminish any of his responsibilities, obligations and liabilities under the Contract.

SECTION C: TECHNICIAL SPECIFICATIONS

SEC**TION C.1 SODIUM HYPOCHLORITE 13 – 15 %**

1) Description of product required:

- To be used to disinfect potable water and wastewater.
- Shall meet most current AWWA standards
- Product shall be clear to yellow in color with no visual evidence of particulates in the product.
- Product shall be delivered between 0.1 and 0.5 weight percent excess sodium hydroxide.
- Product shall have a pH between 11 and 13.
- 13 - 15% sodium hypochlorite delivered and pumped into town's storage tanks.
- Vendor is required to provide a certificate of analysis with each delivery.

2) Usage:

- City's anticipated usage is 15,000 to 25,000 gallons per year. Ninety five percent of usage shall be between April and October.
- City will order full bulk loads, 4 - 6 loads per year, with ninety five percent of the usage from between April and October. Maximum order shall not exceed 5000 gallons. City will order full tankers whose size is between the min and max parameters (4000 to 5000 gallons).

3) Delivery:

- City storage facilities – (2) 3400 gal tanks and (2) 1200 gals tanks.
- Delivery shall be made in a dedicated tanker solely used for the delivery of sodium hypochlorite.
- Delivery shall be scheduled and made on weekdays between the hours of 7:00am and 1:00pm. No deliveries will be accepted after 1:00pm.
- The delivery location is: Water Pollution Control Plant 384 Deerfield St. (Rt. 5/10) Greenfield, MA 01301

4) Information to be furnished with proposal:

- It is required that all suppliers furnish a statement as to their plant and delivery equipment listing stationary bulk tank capacity and where located together with a list of carriers available for servicing the contract, tank capacity of each and where located.
- Vendor is required to furnish the name and address of his supplier.
- Vendor is required to provide a Material Safety Data Sheet with the quotation.
- Vendor is required to provide the trade name of the product and its place of manufacture.
- Vendor is required to provide a certificate of analysis of product proposed to be supplied.

5) Sampling & testing:

- Samples of the delivered product may be taken by City during delivery. Should the results of testing on these samples indicate that the chemical does not comply with the above specifications the material will not be accepted by the City. Material not meeting specifications shall be removed and replaced with suitable material at no cost to the City.

6) Pricing:

- The quoted price per pound shall be inclusive of all charges such as, but not limited to, those listed below.
  a. All trucking and delivery fees, including fuel surcharges
  b. All off loading charges
  c. All DOT, hazardous material permitting fees, etc.
- The quoted price shall remain in effect from date of bid award to June 30, 2021.

SECION C.2 SODIUM BISULFITE 38 – 40%

1) Description of product required:

- To be used in treated wastewater to destroy chlorine residual.
- 38 - 40% sodium bisulfite delivered and pumped into City's storage tanks.
- For each delivery the supplier shall furnish a certificate of analysis which indicates the concentration (in percent) of the sodium bisulfite solution being provided.

2) Usage:

- City's anticipated usage is 800 to 1,800 gallons per season (March to October).
- Minimum order to be placed by City shall be 800 gallons; maximum order shall not exceed 2000 gallons.

3) Delivery:

- City storage facilities – (2) 2300 gal tanks.
- Delivery shall be made in a dedicated tanker solely used for the delivery of sodium bisulfite.
- Delivery shall be scheduled and made on weekdays between the hours of 7:00am and 1:00pm. No deliveries will be accepted after 1:00pm.
- The delivery location is: Water Pollution Control Plant 384 Deerfield St. (Rt. 5/10) Greenfield, MA

4) Information to be furnished with proposal:

- It is required that all suppliers furnish a statement as to their plant and delivery equipment listing stationary bulk tank capacity and where located together with a list of carriers available for servicing the contract, tank capacity of each and where located.
- Vendor is required to furnish the name and address of his supplier.
- Vendor is required to provide a Material Safety Data Sheet with the quotation.
- Vendor is required to provide a certificate of analysis.

5) Sampling & testing:

- Samples of the delivered product may be taken by City during delivery. Should the results of testing on these samples indicate that the chemical does not comply with the above specifications the material will not be accepted by the City. Material not meeting specifications shall be removed and replaced with suitable material at no cost to the City.

6) Pricing:

- The quoted price per pound shall be inclusive of all charges such as, but not limited to, those listed below.
  a. All trucking and delivery fees, including fuel surcharges
  b. All off loading charges

c. All DOT, hazardous material permitting fees, etc.

- The quoted price shall remain in effect from date of bid award to June 30, 2021.

SECTION C.3 GASEOUS CHLORINE – 150 LB CYLINDERS

1) Description of product required:

- Gaseous chlorine to be used to disinfect municipal potable (drinking) water.
- Product shall be 100% liquid.
- Chlorine shall be at least 99.5 percent pure by volume.
- 150 lb cylinders to be delivered and off loaded into City building.
- Lead washers or equivalent to seal the tanks when put in service shall be supplied with each 150 lb cylinder.
- Product shall meet current AWWA standards.

2) Usage:

- City's anticipated usage is 25 to 30 cylinders (150 lb each) per year.
- Minimum order to be placed by City shall be 6 cylinders; maximum order shall not exceed 11 cylinders.

3) Delivery:

- Delivery shall be scheduled and made on weekdays between the hours of 7:00am and 1:00pm. No deliveries will be accepted after 1:00pm.
- Delivery truck must be equipped with an hydraulic lift gate.
- The delivery location is: Oak Hill Filter Plant, Oak Hill Road Leyden, MA. Delivery site is unmanned. When driver is near Greenfield he is to call 413-772-1539. An escort will meet him and bring him to the site.

4) Information to be furnished with proposal:

- Vendor is required to furnish the name and address of his supplier.
- Vendor is required to provide a Material Safety Data Sheet with the quotation.

5) Pricing:

- The quoted price per cylinder shall be inclusive of all charges such as, but not limited to, those listed below.
  a. All trucking and delivery fees, including fuel surcharges
  b. All off loading charges
  c. All DOT, hazardous material permitting fees, etc.
- The quoted price shall remain in effect from date of award to June 30, 2021.

SECTION C.4 HIGH CALCIUM HYDRATED LIME

Note: Contamination of this product from manufacturing and/or transportation has been a serious problem in the past. All suppliers are to be aware that this product is added to public drinking water where contamination can lead to very serious public health and liability issues. Delivery must be made in a tanker dedicated solely to the transportation of high calcium hydrated lime.

1) Description of product required:

- To be used to elevate pH of municipal potable (drinking) water.
- High calcium hydrated lime shall be in accordance with AWWA B202-83. The lime shipment shall be accompanied by an affidavit of compliance in accordance with Section 1.3 of the AWWA specifications. In addition, the net weight of the lime delivery shall be listed. Section 1.4.2 of the AWWA specifications shall not be applicable. Lime shall have a minimum of 68% available calcium oxide (CaO) content. Product not providing this minimum calcium oxide content shall be removed from the City's silo by the supplier and no payment will be made by the City.

2) Usage:

- City's anticipated usage 25 – 35 tons per year.
- City will order full truck loads. (22- 24 tons), typically 1-2 loads per year.

3) Delivery:

- City storage facility – 24 ton silo
- Product to be transported to the site in a truck **used solely for the purpose of transportation of high calcium lime** and pneumatically conveyed into the storage silo.
- With each delivery the supplier is to furnish a written statement that the lime was delivered in a truck solely dedicated to the transport of hydrated lime.
- Delivery shall be scheduled and made on weekdays between the hours of 7:00am and noon. No deliveries will be accepted after 12:00 noon. The delivery location is: Millbrook Wellfield, Log Plain Rd., Greenfield MA. Delivery site is unmanned. When driver is near Greenfield he is to call 413-772-1539. An escort will meet him and bring him to the site.

4) Information to be furnished with proposal:

- Vendor is required to furnish the name and address of his supplier.
- Vendor is required to provide a Material Safety Data Sheet with the quotation.
- Vendor is required to provide a certificate of analysis.

5) Sampling & testing:

- Samples of the delivered product may be taken by City during delivery. Should the results of testing on these samples indicate that the chemical does not comply with the above specifications and/or is contaminated with foreign material the material will not be accepted by the City. Material not meeting specifications shall be immediately removed from the silo and replaced with suitable material at no cost to the City.

6) Pricing:

- The quoted price per ton shall be inclusive of all charges such as, but not limited to, those listed below.
  a. All trucking and delivery fees, including fuel surcharges
  b. All off loading charges
  c. All DOT, hazardous material permitting fees, etc.
- The quoted price shall remain in effect from date of award to June 30, 2021.

SECTION C.5: ZINC-ORTHOPHOSPHATE

1) Description:

- Liquid product which will provide for dissociation of zinc and phosphate ions for use as a metallic system corrosion inhibitor in potable (drinking) water distribution and plumbing systems.
- Specifications are as follows:
  1. The material shall be manufactured using zinc sulfate as the zinc source.
  2. The product quote price will be determined on the basis of percentage active ingredient, zinc orthophosphate as Zn3(PO4)2. This breakdown shall be provided in all quotations.
  3. The material shall have no chlorine demand.
  4. The materials or any solutions prepared using it shall be water white and shall possess no odor. The material or any solutions prepared using it shall not freeze above 35oF and the freeze thaw recovery shall be complete at 60oF.
  5. The zinc orthophosphate corrosion inhibitor supplied shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water which has been treated in accordance with the manufacturer's instructions for this material.
  6. The product shall be ANSI/National Sanitation Foundation Standard certified and approved for use in public water supplies by the US EPA.
  7. Product shall be in compliance with current AWWA standards for drinking water.
  8. Product is to be packaged only in new, previously unused drums. Bungs on drums are to be sealed with a tamper resistant seal.

2) Usage:

- City's anticipated usage is 15 – 25 drums (55 gallons each) per year.

3) Delivery:

- Delivery shall be scheduled and made on weekdays between the hours of 7:00am and 1:00pm. No deliveries will be accepted after 1:00pm.
- The City will order 6-8 drums at a time.
- The delivery location is: Millbrook Wellfield, Log Plain Rd., Greenfield MA. Delivery site is unmanned. When driver is near Greenfield he is to call 413-772-1539. An escort will meet him and bring him to the site.

4) Information to be furnished with proposal:

- Vendor is required to furnish the name and address of his supplier.
- Information to be supplied with the quotation shall include the following:
    - Listing of physical and chemical properties of the product.
    - Material Safety Data Sheet
    - Laboratory Certification of Zn3(PO4)2 content expressed in lbs/gallons.

5) Sampling & testing:

- Samples of the delivered product may be taken by City during delivery. Should the results of testing on these samples indicate that the chemical does not comply with the above specifications and/or is contaminated with foreign material the material will not be accepted by the City. Material not meeting specifications shall be immediately removed from the silo and replaced with suitable material at no cost to the City.

6) Pricing:

- The quoted price per gallon shall be inclusive of all charges such as, but not limited to, those listed below.
    d. All trucking and delivery fees, including fuel surcharges
    e. All off loading charges
    f. All DOT, hazardous material permitting fees, etc.
- The quoted price shall remain in effect from date of award to June 30, 2021.

SECTION D: Check list for all bidders

1. _____ Envelope properly marked

Put your company's name and address on the outside of your bid/proposal envelope. Envelope should be plainly marked *"Proposal for Contract DPW 20-08, Water and Wastewater Treatment Chemicals"*

2. _____ Proper units

Be sure to bid item is expressed in the units called for. BIDDERS CAN NOT CHANGE UNITS. In previous years the unit prices for sodium hypochlorite and sodium bisulfite were in cost/gal. **Bidders are to note that on this proposal the units for these two products are cost/pound.**

3. _____ Attachments included

In the Technical Specifications for each product, Item #4, "Information to be furnished with proposal," contains a listing of information required to be submitted for each chemical with the bid form. Be certain all required information is included.

4. _____ Signatures and seal

Be certain all required information is provided and signatures are executed including the Certificate of Non-collusion and Tax Compliance Certification. The Notarized Statement is to be completed and be sealed by a notary public. Unsealed proposals will be rejected.

5. _____ Submission is in duplicate

Be sure to submit your bid/proposal using the form contained herein in DUPLICATE. Only Section E; bid form pages 1-5 and required product information need to be submitted in duplicate. Make sure bid/proposal prices are identical on both copies. The duplicate can be a copy of the original.

SECTION E: BID FORM (PAGE 1 OF 5)

PROPOSAL OF

Company Name:_____

Address: _____

Telephone: _____

Contact person:_____

The Bidder acknowledges receipt of the following Addenda:

No._____ dated_____

To the City of Greenfield, Massachusetts acting through its Mayor, duly authorized therefore, who acts solely for said City and without personal liability to him/herself:

Mayor:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish the goods specified in the Proposal, in the manner and time therein prescribed and according to the requirements of the City as herein set forth.

The bidder agrees that the City will have seven (7) working days from date of bid opening to accept and order, except as described in the specifications the unit(s) at the price, therein. The bidder also understands that the owner reserves the right to accept or reject any or all bids and to waive any informalities in the proposals if it is in the City's interest to do so. The Notice of Bid, Instructions to Bidder, Contract Clauses, Specifications and BID Form attached thereto, shall become a contract upon the receipt by the bidder of written acceptance of this bid by the City. The bidder will take in full payment, therefore, the following price, to wit:

BID FORM (PAGE 2 OF 5)

Item No.	Estimated Quantity	Description	Unit Cost

1. Sodium Hypochlorite

125,100 to 208,500 lbs *Sodium Hypochlorite* *$_____/ wet lb**
(approx 15,000 to 25,000 gals) *$x.xxxx to 4 decimal places*

*$_____dollars per wet lb**

* *Bidders are to note this item must be bid on a* ***cost per wet pound basis****.*

2. Sodium Bisulfite

8,880 to 19,980 lbs *Sodium Bisulfite* *$_____ wet lb**
(approx 800 to 1,800 gals) *$x.xxxx to 4 decimal places*

*$_____dollars per wet lb**

* *Bidders are to note this item must be bid on a* ***cost per wet pound basis****.*

3. Gaseous Chlorine – 150 lb cylinders

25 – 30 *150 lb cylinders* *Gaseous chlorine* *$_____ cylinder*

$_____dollars/cylinder

4. High Calcium Hydrated Lime

25 – 35 tons *High calcium hydrated lime* *$_____ ton*

$_____dollars/ton

5. Zinc-orthophosphate

15 – 25 *55 gallon drums* *Zinc-orthophosphate* *$_____gal*

$_____per gallon

* *Bidders are to note this item must be bid on a* ***cost per wet pound basis***

BID FORM (PAGE 3 OF 5)

SIGNATURES

(If an Individual)

Date _____ , 2020

Signature of Bidder: _____
(Owner and Proprietor)

Business Name D/B/A:_____

Business Address:_____

(If a co-partnership)

Date _____, 2020

Firm Name:_____

By:_____

Business Address:_____

Names and Addresses of all Members of Firm:
_____
_____
_____
_____

(If a corporation)

Date_____ , 2020

Corporate Name:_____

By:_____
President or Authorized Agent*

Business Address _____

- Statement of authorization, duly signed by proper authority, to be attached hereto.

CERTIFICATE OF NON-COLLUSION FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

_____
(Name of person signing bid)

_____
(Name of business)

TAX COMPLIANCE CERTIFICATION

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

_____
(Name of person signing bid)

_____
(Name of business)

BID FORM (PAGE 5 OF 5)

NOTARIZED STATEMENT

I, (name) _____

(title) _____

of (company) _____

of (address) _____

do hereby certify that the information contained herein is true, accurate and correct, to the best of my knowledge. It is agreed that any and all goods to be delivered hereunder will be in conformity with the specifications set forth, including any and all amendments thereto.

Witness my hand and seal this _____ day of _____, 2020

_____ _____

Witness Signature

State of _____

Date_____ , 2020

Personally appeared the above named _____ and acknowledged the foregoing statement to be true, to the best of his/her knowledge, before me.

_____

Notary Public

My commission expires: _____

City of Greenfield - Water & Wastewater Chemicals 2020					
Bid Results DPW 19-22					
Company Name	**Sod hypo**	**Sod bisul**	**Gaseous Cl2**	**Lime**	**O-phosphate**
	$/ lb	**$ / lb**	**$ / 150 lb cyl**	**$ / ton**	**$ / gal**
Astro Chemicals		0.2100			
Borden & Remington	0.0834				
Carus Corporation					5.1520
Coyne Chemical					4.9852
Holland Company		0.1917			
JCI Jones Chemicals		0.1554	250.00		
Madigan Lime				255.00	
New Haven Chlor-Alkali	0.0878				
PVS Chemical Solutions		0.6700			
Shannon Chemical Corp.					6.5400
Univar USA, Inc.	0.0919			268.42	
History					
	2015	**2016**	**2017**	**2018**	**2019**
Sod hypo	0.0625	0.0599	0.0658	0.0779	0.0834
Sod bisul	0.1455	0.1449	0.1490	0.1537	0.1554
Gaseous Cl2	172.44	175	225	172.44	250.00
Lime	236.90	240.45	243.25	243.25	255.00
phosphate	4.7460	4.3680	3.8960	4.1940	4.9852