

SOLICITATION FOR:

**WASTEWATER TREATMENT CHEMICALS  
AND RELATED SERVICES**

#21-IFB-C



WAREHAM, MASSACHUSETTS

RELEASED:

**May 28, 2021**

DUE BY:

**June 14, 2021 @ 11:00 am**

DELIVER TO:

Town of Wareham  
Water Pollution Control Facility  
6 Tony's Lane  
Wareham, MA 02571

**WASTE WATER TREATMENT CHEMICALS & OTHER SERVICES**

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## 1. General Information and Bid Submission Requirements

- 1.1 Pursuant to Chapter 30B of the Massachusetts General Law, the Town of Wareham, through its Water Pollution Control Facility, is seeking sealed bids from qualified vendors for the supply and delivery of wastewater treatment chemicals for a one-year term starting July 1, 2021 with the option to renew for two one-year terms at the Town's sole discretion, as follows: **HYDRATED LIME, SODA ASH (SODIUM CARBONATE), POLY ALUMINUM CHLORIDE, POTASSIUM PERMANGANATE CAIROX** (*see page 12 below for specifications*), **LIQUID/SOLID SODIUM HYPOCHLORITE**. All products, where applicable, must comply with minimum Standard Specifications of the American Water Works Association ("A.W.W.A.") and the National Board of Fire Underwriters or equivalent. All Chemical products will be purchased on an outright "as need" basis. No minimum quantity per order is allowed. The accepted bid rate, of the initial item which is included in the IFB, will remain in effect throughout the initial one year term duration of this contract and for any option to renew exercised at the Town's sole discretion. All items will be delivered F.O.B., Material Safety Data Sheets ("MSDS") information must accompany each item, when applicable.
- 1.2 The **Invitation for Bid (IFB) package, including detailed specifications and bid forms**, may be obtained at the Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571, or on the Town's website: <http://www.wareham.ma.us>, as of May 28, 2021. **Sealed bids** will be accepted at the Wareham Water Pollution Facility until June 14, 2021 at 11:00 am at which time all bids will be opened and publicly read aloud. Bids shall be clearly identified on the bid envelope as **WASTEWATER TREATMENT CHEMICALS - #21-IFBC**. **NOTE: Bids received in "Express" type envelopes will not be accepted as the bid envelope. The bid envelope must be properly marked outside, as noted above, and contained inside such "Express" mail type envelope, if used. The Town will not be responsible for the premature opening of any bid not property identified, and any such bids will be rejected.** Each bid must be submitted on the prescribed forms.
- 1.3 This contract will be awarded within thirty (30) days after the bid opening and is subject to appropriation. The time for award may be extended for up to thirty (30) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.
- 1.4 If any changes are made to this IFB, an addendum will be issued. If the Town issues any addenda to this bid, each bidder shall acknowledge on the Bid Form the receipt of each addendum by addendum number and date. Addenda will be posted on the Town's website; <http://www.wareham.ma.us>; it is the responsibility of the bidder to check for addenda.
- 1.5 Questions concerning this IFB must be submitted by **June 7, 2021** in writing to: Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571, Attn: Guy Campinha, Director. Questions may be delivered by mail, fax (508-291-0155) or by email: [gcampinha@wareham.ma.us](mailto:gcampinha@wareham.ma.us). All questions will be addressed and responses will be posted on the Town's website.
- 1.6 A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in

- a sealed envelope clearly labeled, "Modification No. \_\_\_". Each modification must be numbered in sequence, and must reference the original IFB.
- 1.7 After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.
  - 1.8 There is no pre-bid conference scheduled for this IFB.
  - 1.9 The Town reserves the right to cancel this IFB, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town and to make awards in a manner deemed in the best interest of the Town.
  - 1.10 All bid prices submitted in response to this IFB must remained firm for forty-five (45) days following the bid opening.
  - 1.11 If, at the time of the scheduled bid opening, the Water Pollution Control Facility is closed due to uncontrolled events, such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 10:00 am on the next normal business day. Bids will be accepted until that date and time.
  - 1.12 One original, one copy, and one electronic copy of the bid are required.
  - 1.13 The following forms, incorporated herein by reference and included elsewhere in the bid documents, must be submitted with the bid:
    - a) Required Certifications form which includes non-collusion (M.G.L. c.30B, § I 0), Tax compliance (M.G.L. c.62C, §49A) and Unemployment Contribution Certification (M.G.L. c.15IA, §19A);
    - b) Bid Pricing Sheet;
    - c) Reference Form; and
    - d) Certificate of Vote (If Corporation)
  - 1.14 A bid must be signed as follows:
    - a) If the bidder is an individual, by her/him personally;
    - b) If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
    - c) If the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
  - 1.15 No performance bond is required under this IFB.
  - 1.16 No bid deposit is required under this IFB.
  - 1.17 Purchases of goods and services by the Town of Wareham are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, and any such taxes must not be included in any price computations.
  - 1.18 Bids which are incomplete, conditional, not properly endorsed, not properly signed, or which are otherwise contrary to these instructions will be rejected as non-responsive.
  - 1.19 In accordance with the provisions of applicable statutes, laws, rules, regulations, ordinances and pursuant to the Town of Wareham's Minority and Women (W/WBE's) Business Enterprises programs, all qualified bidders will receive consideration without regard to race, color, creed, religion, disability, sex or national origin.

- 1.20 Pursuant to M.G.L. c.62C, §49A, all bidders must certify under penalties of perjury that they have filed and paid all state taxes required by law.
- 1.21 Pursuant to M.G.L. c.30B, § 10, all bidders must submit a completed Certification of Good Faith form.
- 1.22 Bidders may bid on one or more of the product categories.
- 1.23 All bidders will be required, if they are awarded the contract, to provide insurance in accordance with the requirements set forth in the Town's General Terms and Conditions. Bidders should pay special note to the insurance requirements, endorsement, and documents required. Failure to strictly comply with the insurance requirements may disqualify the apparent low bidders from award of the contract. Insurance includes Commercial General Liability, Automobile Liability and evidence of Worker's Compensation insurance per statutory requirements. If any policy specified by the Town is not currently in place, bidders may submit a statement certifying that the policy will be in place within ten (10) days of award of contract.

## 2. Purchase Description/Scope of Services

- 2.1 The Town of Wareham by its Water Pollution Control Facility is seeking qualified vendors for the annual supply and delivery of wastewater treatment chemicals and related services for a one-year term starting July 1, 2021 and ending June 30, 2022 as follows: **HYDRATED LIME, SODA ASH (SODIUM CARBONATE), POLY ALUMINUM CHLORIDE, POTASSIUM PERMANGANATE CAIROX (see page 12 below for specifications), LIQUID/SOLID SODIUM HYPOCHLORITE**. All chemical products will be purchased on an outright "as need" basis. No minimum quantity per order is allowed.
- 2.2 All chemicals will be purchased on an "as need" basis, FOB Wareham, MA, to the specific locations identified in the specifications. The hours of delivery for all facilities will be Monday through Friday between 7:30 am to 4:00 pm. No deliveries after 4:00 pm.
- 2.3 Vendors must provide various waste water treatment chemicals to all areas of the Town, including the specific locations identified in the specifications.
- 2.4 Vendors must be aware and familiar with the Town's chemical delivery protocol incorporated herein by reference and included elsewhere in the bid documents. All delivery drivers must have photo identification at the time of delivery to any delivery location in the Town of Wareham.
- 2.5 The chemicals supplied must be appropriate for the application specified by the Town. Detailed specifications are included on the specifications and Bid Form included elsewhere in the bid documents.
- 2.6 Certification
  - a) All products, where applicable, must comply with the most recent Standard Specifications of the A.W.W.A. and the National Board of Fire Underwriters or equivalent.
  - b) All products must be ANSI/NSF Standard 60 certified for drinking water chemicals. The chemical shall have been tested and certified by a product certification organization accredited for this purpose by the American National Standards Institute (ANSI). If the products have been repackaged, the re-packer

shall certify in writing, that the purity of the product remains equal to that when shipped. This re-packager certification shall be signed by a principal of the repackaging firm and shall be on the re-packager's letterhead.

- c) Failure to comply with these requirements or the loss of ANSI/NSF 60 certification shall be considered grounds for cancellation of the contract.
  - d) If ANSI/NSI Standard 60 certification is lost, the company must notify the Town immediately.
- 2.7 All products supplied pursuant to an award of contracts must meet all federal, state and local standards for quality and safety requirements. Products not meeting standards will be deemed unacceptable and returned to the vendors for credit at no charge to the Town. Any contaminated chemicals must be taken back by the Contractor at no charge to the Town. All products authorized for delivery to the Town will be new and in unopened cases or boxes, or in a condition to the Town.
- 2.8 MSDS sheets must be provided on all chemicals at the time of delivery or upon request by the Wareham Water Pollution Control Facility. All chemicals must be properly labeled in accordance with all federal, state and local laws or requirements. The shelf life must be indicated on the product. No expired products will be accepted. If products are delivered with insufficient shelf life to meet the Water Pollution Control Facility needs, the product may be returned to the vendor for replacement or refund.
- 2.9 All products must be shipped in approved containers. All drums must be delivered with OSHA Product information and Safety labels. If the OSHA labels are missing from the drums, the shipment will not be accepted and there will be no charge to the Town. Containers are to be furnished by and will remain the property of the vendor. Containers will be returned to the freight collect except where the vendor furnishes pick-up service. It is desirable that containers be reused wherever possible and that bidders include details of such a reuse/recycling process with their submission.
- a) In the event that a container (tank truck, tank, etc.) was used for storage of a different chemical, the vendor must notify the Town of this fact, and must obtain a wash-out ticket and submit it to the Town. It is highly desirable that all containers and appurtenances be dedicated solely to the chemical that is being delivered to the Town facility.
  - b) The vendor must ensure that if the Town is taking product out of the trucks or any other containers they shall use dedicated equipment to transfer the chemical in order to minimize chance for containment.
- 2.10 Delivery will be FOB destination. All products must be delivered and unloaded in house or onsite to the Town facility at the Candor's risk with all charges for transportation and unloading prepaid by the vendor. Liability for product will remain with the vendor until properly delivered and signed for by the WPCF. Vendors will be responsible for the clean-up of any spill which is attributed to the delivering vendor. Product delivery is to be made via the vendors' vehicles or common carrier.
- 2.11 The vendor will be required to deliver products within five (5) Town business days after receipt of an order or as otherwise specified, unless another delivery time frame is mutually agreed upon by the Town and Vendor. Some chemicals may be emergency items which require next day delivery. These emergency needs would be specified by the Town at the time of order. The Town reserves the right to reject items delivered late.

If the vendor fails to deliver within the required time, the vendor will be responsible for any cost difference incurred by the Town if the items must be purchased elsewhere.

- 2.12 Bidders must indicate their standard warrant period for supplies and services.
- 2.13 Bidders are required to have an established customer service contact and Contract Manager for this contract. It is desired that a bidder provide a routine delivery driver with proper photo identification.
- 2.14 Pricing will remain fixed for the term of the Contract. All pricing is to be FOB Wareham, MA to the locations specifications and must include any transportation and unloading charges.
- 2.15 Detailed specifications are included on the Bid Form. The chemicals supplied under this IFB must be appropriate for the application specified by the Town.
- 2.16 Prior to purchasing chemicals, the Town may require a vendor to submit a transportation plan. The plan must detail information on all companies involved in the manufacture, distribution, and transportation of the chemical to the Town's facility. Any changes made to the transportation plan, during the contract, must be made known to the Town in writing two weeks prior to the proposed change. Where two weeks' notice is not available, the Town must be notified by fax or email, and the receipt of such communication but be confirmed by phone. The information requested in the information plan may include (but not limited to):
  - a) An emergency contact list for each company involved in the chemical manufacture, distribution, and transportation of the chemical.
  - b) A description of other chemicals manufactured, re-packaged, trans loaded and transported at each location affiliated with supplying the chemical to the Town.
  - c) A description of how the transported chemicals are to be packaged.
  - d) A detailed description of the personal protective equipment required of the driver during the delivery.
  - e) Accidental release histories for companies listed in the plan.
- 2.17 Site Visit
  - a) By submitting a bid to this IFB, Bidders grant the Town the right to inspect or visit Bidders' chemical manufacturers' sites where the chemical will be translated, stored for distribution, or repackaged. The Town may exercise the right anytime during the bid evaluation process and at any time during the life of the contract.
  - b) A site visit may also include a walk-through of the manufacturing process, what quality assurances and purity tests are performed on the product, possible contaminants along with mitigating measures, and how often quality assurance and purity tests are performed.
  - c) Should any concerns be raised by the Town during or after a site visit, the vendor must address and resolve those concerns. If possible changes are discussed and agreed upon, they will be put in writing by the vendor and sent to the appropriate Town personnel. Such mutually agreed on conditions must remain in effect throughout the duration of the contract of until removed by the Town.

## 2.18 Manufacturer, Supply Stability, Logistics and Other Documentations

The Town may require Bidder or Vendor to submit additional documentation during the bid evaluation process or during the life of the contract to ascertain their capability to

supply chemicals under the contract, ensure the quality of the chemicals supplied and other purposes. Such documentation may include but may not be limited to:

- a) Detailed manufacturer information
- b) Information on any back-up arrangements in case the original manufacturer fails to deliver
- c) A copy of the ANSI/NSF letter of acceptance for the chemical proposed to be supplied to the Town
- d) A detailed transportation plan
- e) An audited financial statement
- f) Capacity of facilities
- g) List of current customers based for the last five years
- h) Security measures at all applicable facilities
- i) Age and/or maintenance performed on rail cars and tank trucks used for delivery to the Town's facilities
- j) Emergency notification procedures

2.19 Bidders must submit a detailed explanation of all training and educational opportunities in the chemical field which will be offered under the Contract.

#### 2.20 PERFORMANCE MEASURE:

Contract Complaints- Employees of the Wareham Water Pollution Control Facility will submit detailed information regarding any occurrence which is incidental to a vendor's contract to the Town Administrator. Each complaint will be placed in the vendor's file. Vendors must resolve complaints within ten (10) days. Complaints not resolved can result in the vendor being deemed non-compliant with the terms of the contract. Substantial, unresolved and recurring complaints will also be monitored and may result in non-compliance. However, the Town Administrator may consider evidence by a vendor supporting their resolve of any and all complaints on record.

### 3. Quality Requirements

- 3.1. Bidders must provide all of the services described in Section II: Scope of Services and comply with all Bid Submission Requirements listed in Section I.
- 3.2. Bidders must have a minimum of two (2) years of satisfactory performance under at least five (5) different contracts providing similar supplied and related services.
- 3.3. Bidder's proposal must meet an agreed upon delivery schedule on an "as need" basis or bidder's proposal will be rejected.
- 3.4. Specifications are mandatory for all Bidders. If mandatory requirements are not met, a Bidder's response may be disqualified from further consideration.
- 3.5. Bidders must offer training/education to Water Pollution Control Facility employees. Awarded Vendors must educate users on new chemicals as they come on the market and must rain users on the application of all products.

### 4. References



- 4.1. Bidders must submit three (3) business references for which they have supplied similar products/services on a similar contract within the past twenty four (24) months and which exceed Five Thousand Dollars (\$5,000) annually with contact names and phone numbers.
- 4.2. Bidders must submit a complete list of Massachusetts Municipalities for which the vendor has provided similar product services, with contact names and phone numbers. At least three (3) references must be a similar contract to the Towns.
- 4.3. Poor references may be a basis for a determination that the vendor is not a responsible bidder.

## 5. Rule for Award

- 5.1. Contracts will be awarded on an item-by-item basis to the responsive and responsible bidder(s) offering the lowest price for each item.
- 5.2. The Town reserves the right to add additional vendors and/or related products/services if it deems necessary in order to meet the needs of the Town or make additional awards in any category to provide environmentally preferable alternatives.
- 5.3. All information pertaining to the vendor's bid proposal shall be considered. At a minimum, each of the issues set forth in the IFB must be addressed by the bidder in order to be considered responsive. Any bid proposal which does not respond to each issue in the IFB shall be rejected by the Town as non-responsive.
- 5.4. The award of this contract will be made by the Town Administrator or other person with authority pursuant to M.G.L. c.30B § 19.

## 6. Additional Terms and Conditions

- 6.1. The vendors awarded a contract shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, their agents, representatives, employees or subcontractors, at no cost to the Town. The selected vendors shall provide a Certificate of Insurance, naming the Town of Wareham as an "additional insured" on all liability policies, within ten (10) days of a contract award evidencing the following minimum limits:
  - 6.1.1. General Liability (Broad form Commercial) coverage, Bodily Injury and Property Damage \$1,000,000 per occurrence with an aggregate cap no less than \$3,000,000. Coverage shall include but not limited to: blanket contractual; products/completed operations, broad form property damage, explosion, collapse, and underground (XVC) if applicable.
  - 6.1.2. **Automobile Liability** coverage, including coverage for owned, hired or non-owned autos: \$1,000,000 C.S.L.
  - 6.1.3. The vendor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
  - 6.1.4. Verification of Coverage for **Worker's Compensation** coverage (per Massachusetts General Law) and **Employer's Liability** coverage: coverage A at statutory limits and coverage B at limits of \$100,000/\$500,000/\$100,000.

6.1.5. The vendor shall carry any other types of insurance as may be required elsewhere in the Contract documents. All insurance policies required in the contract documents shall be provided by companies satisfactory to the Town. The vendor shall deliver certificates to the Wareham Water Pollution Control Facility; 6 Tony's Lane, Wareham, MA 02571.

6.1.6. All required insurance shall be certified by a duly authorized representative of the insurer(s) on the "Acord Certificate of Insurance" form. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than thirty (30) days prior to expiration of a policy period, must be submitted with the bid and on file with the Town of Wareham prior to commencement of a contract. All policies shall be so written that the Town will be notified in writing of any cancellation or amendment. No cancellation of any insurance whether by the insurer or by insured shall be effective unless written notice thereof is given to the Town at least thirty (30) days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation the vendor shall take out new insurance to cover the policies so cancelled.

6.1.7. The Commercial/General Liability and Automobile Liability policies maintained by the vendor pursuant to this agreement shall provide that insurance applying to the Town shall be primary, and that the Town's own insurance shall be non-contributing. Any umbrella or excess liability policy shall follow form to the Commercial/General and Automobile Liability policies.

## 6.2. Pricing

6.2.1. Prices will remain fixed for the term of the contract. All pricing is to be FOB Wareham, MA and must include any transportation and unloading charges. The awarded vendor may request unit price increases or request to use an updated price list for the contract period. Any such requests must be accompanied by documentation supporting the reasons for the requested change. The request, written on the vendor's letterhead must include: identified price increases and their source and copies of old and new price lists, if applicable, reflecting price changes. The Town reserves the right to request additional information. The Town may, under extreme circumstances, consider a price increase during the contract term if an unforeseeable circumstance occurs which affects the industry/market. Note: Price increases for transportation will NOT be allowed during the term of this contract.

6.2.2. The Town will address price change requests by either negotiating a price change or denying the requested price increase for the remainder of the contract term.

6.2.3. The Town will be advised and will automatically receive the benefit of any price decreases. It is the vendor's responsibility to notify the Town of any such decrease.

## 6.3. General Terms & Conditions

6.3.1. The Town of Wareham General Terms and Conditions apply to this contract, a copy of which shall be signed and accepted by the vendor.

## 7. Checklist for Required Bid Submission Forms

This section will be used by the Town of Wareham and is also supplied to assist bidders.

- YES  NO One signed original, 1 copy & 1 electronic copy
- YES  NO Signed bidders response information sheet
- YES  NO Signed & accepted city general terms & conditions
- YES  NO Signed certification of good faith
- YES  NO Signed certification on state taxes
- YES  NO Signed certification unemployment contributions
- YES  NO Completed certificate of vote, if applicable
- YES  NO Appropriate references as requested

Awarded Vendor to Supply:

- YES  NO Certificate of Insurance

## SPECIFICATIONS & BID FORM

(To be returned with Bidder's Information Form)

### **HYDRATED LIME, SODA ASH (SODIUM CARBONATE), POLY ALUMINUM CHLORIDE, POTASSIUM PERMANGANATE CAIROX (or equivalent), LIQUID/SOLID SODIUM HYPOCHLORITE, CAUSTIC SODA.**

**F.O.B-** Depending on the chemical, shipments may be delivered to the Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571, unless otherwise specified.

- Hydrated Lime, chemical – high calcium chemical 50lb bags
- Soda Ash, sodium carbonate, bulk delivery {25 ton, monthly}
- Poly Aluminum Chloride Epic WW – 58 bulk del. 5,000 gal. for phosphorous removal {monthly}

The Wareham wastewater treatment plant has changed coagulants. The coagulant now in use is Holland EPIC ww 525. All potential bidders will need to Pre-Qualify their product to demonstrate **equivalent or superior** performance and cost effectiveness.

Holland Epic ww 525 has the following specifications:

- a. Chloride: 10% minimum
- b. Sulfate: less than 2.5%
- c. Iron: less than 50 ppm
- d. Insolubles: less than 0.01%
- e. Appearance: clear to slight haze
- f. Freeze point: approximately 10 degrees F
- g. Specific Gravity: 1.30 - 1.35
- h. pH: 3.5 – 4.0 ( 1 in 20 soln)

Prospective bidders must offer technical service and support.

Product to be made in the U.S.A.

Must provide three (3) references from agencies that use your product within 75 miles of Wareham, MA that we may contact.

- Potassium Permanganate/oxidizer – 330lb drums, 50lb pails, 45lb controlled release blocks. For odor control
- Liquid/Solid Sodium Hypochlorite, Nat-Clor, Sodium Hypo - 12.5% – Inept Ingredients - 87.5%

PRODUCT NAME	DESCRIPTION
SODA ASH	260 bulk-natural dense for waste water applications or equiv. to 20 tons per order (+/-); 50lb bags-dense
POLY ALUMINUM CHLORIDE	58 bulk del. 5,000 gal. for phosphorous removal (monthly) meeting all specifications
POTASSIUM PERMAG/OXIDIZER	333.75 # Drums – 50lb pails or equivalent to manufacturer. Specs – kmn04
HYDRATED LIME	High calcium chemical – chem-cal” 50lb bags – 1 pallet per order – Ca(OH) <sub>2</sub>
LIQUID SODIUM HYPOCHLORITE	Nat-Clor-Sodium Hypo-12% inept ingredients – 87.5%

TOWN OF WAREHAM  
WAREHAM, MA 02571

WASTEWATER TREATMENT CHEMICALS  
BIDDERS INFORMATION FORM

ALL BIDDERS MUST COMPLETE AND RETURN THIS ATTACHMENT OR SIMILAR FORM WITH THEIR BID RESPONSE IN ORDER TO BE CONSIDERED RESPONSIVE.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Contract Manager for this Contract: \_\_\_\_\_

## TOWN OF WAREHAM

### General Terms & Conditions Applicable to Chapter 30B Purchase Orders/Contracts

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order. Seller shall suitably pack, mark and ship in accordance with the seller's normal procedure and any written instruction from the Town of Wareham ("Town"). Seller shall secure the lowest cost transportation available consistent with the services required. Delivery of any goods, materials or services shall not be deemed complete until actually received and accepted by the Town. The Town count will be accepted as final and conclusive on all shipments. Items delivered in error shall be returned at seller's expense.
2. **RISK OF LOSS:** Regardless of FOB point, seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release seller from any obligation hereunder.
3. **APPLICABLE LAW:** The laws of the Commonwealth of Massachusetts ("Commonwealth") shall govern all rights and duties under the contract, including without limitation to validity of this purchase order/contract.
4. **NON-FUNDING:** All services performed or goods delivered under Town purchase orders/contracts are to be continued for the terms of the purchase order/contract, contingent upon funds being appropriated by the Selectmen or otherwise being made available. In the event funds are not appropriated or are otherwise not available for these services or goods, this purchase order/contract becomes void and of no effect after contract date of the fiscal year when the purchase order/contract is issued.
5. **COMPLIANCE:** Seller shall comply with all Federal, State and Local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the Commonwealth's Department of Labor & Workforce Development, Division of Occupational Safety.
6. **MODIFICATIONS/CHANGE ORDERS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Town. No modification or change order increasing the contract price shall be in effect until the Town Auditor has certified thereon that an appropriation in the amount of such contract modification or change order is available therefore in accordance with M.G.L. c.44 §31 C.
7. **ASSIGNMENT:** Neither this purchase order, nor any monies due, or to become due, hereunder may be assigned by the seller without the Town's prior written consent.
8. **WARRANTY:** The seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Town; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship for a minimum of two (2) years. Seller and Town agree that this order does not exclude, or in any way limit, other warranties provided for in this contract or by law.
9. **CANCELLATION OR TERMINATION:** When in the Town's best interest, the Town, at its own option, may cancel this contract at any time, whether or not seller is in default of any of its obligations hereunder. Upon any such cancellation, seller agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the Town agrees that the seller shall be paid for items already accepted by the Town, but in no event shall the Town be liable for any lost profits on the order or portion thereof so cancelled. Either party

may terminate this contract at any time for the failure of the other to comply with any of its terms and conditions.

10. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without prior written authority from the Town. All goods and services shall be shipped on or before the date specified in this order unless an extension is authorized in writing by the Town.
11. **PAYMENTS & LATE PAYMENTS:** Payment shall be made within thirty (30) days of the submittal of a correct invoice for work performed or goods received, unless otherwise agreed upon in writing and duly authorized by both parties. Payments may only be made in accordance with the Town's bill paying policy issued by the Town Auditor and after delivery and acceptance of goods or services in accordance with M.G.L. c.41, §56, provided that payment periods listed in a contract of less than thirty (30) days from the date of receipt of an invoice shall be effective only to enable the Town to take advantage of early payment incentives and shall not subject any payment made within said thirty (30) day period to a penalty.
12. **EXCISE & SALES TAX:** The Town of Wareham is exempt from Federal excise and State sale taxes and will not pay or reimburse such taxes.
13. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The contract may be renewed at the Town's sole option.
14. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract may be deemed null and void, and terminated without further order.
15. **LIABILITY AND INDEMNITY:** Seller agrees to protect, indemnify and hold Town, its officials, employees and agents, harmless at all times from any and all claims (including personal injury and property damages), liabilities (including product liability, patents, trademarks or copyright infringement), expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent, official or employee of any party hereto, any third or other party whomsoever arising out of, incident to, or in connection with this order, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof.
16. **INSURANCE:** During the performance of all work hereunder, seller shall take out, carry and maintain insurance in limits acceptable to the Town. Should the Town so request, seller shall supply certificates evidencing coverage of such insurance during the term of this contract, naming the Town as an additional insured. Seller's insurance shall be primary, with no contribution by the Town's insurer.
17. **CONFLICT OF INTEREST:** Any activity associated with this contract that would constitute a violation of M.G.L. c.268A, the Commonwealth's Conflict of Interest Law, is prohibited.





REQUIRED CERTIFICATIONS

- 1. Certificate of Good Faith: Pursuant to Chapter 30B of the general laws, the following certification must be completed and attached to the bid or proposal: The undersigned certifies under penalties of perjury that this bid or proposal 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, club, or other organization, entity, or group of individuals.

SIGNED: \_\_\_\_\_

Name of person signing bid or proposal

Company: \_\_\_\_\_

Date: \_\_\_\_\_

- 2. Certificate that State Taxes are Filed and Paid: Pursuant to M.G.L. c. 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 the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By: \_\_\_\_\_

Signature of Individual Corporate Name (Mandatory)

Corporate Officer (Mandatory, if applicable)

Social Security Number (voluntary): \_\_\_\_\_

OR

Federal Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

- 3. Unemployment Contribution Certification: Pursuant to M.G.L. c. 151A, § 19A, I certify under the penalties or perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signature of person signing contract: \_\_\_\_\_

Name of person signing contract (typed): \_\_\_\_\_

Name of Business: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATE OF VOTE

I, \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on \_\_\_\_\_ which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

“Voted: That \_\_\_\_\_ (*name of officer authorized to sign for corporation*) be and hereby is authorized, directed and empowered for, in the name of an on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such \_\_\_\_\_ (*name of officer*) be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority.”

I, further certify that \_\_\_\_\_ (*name of officer*) is the duly-elected \_\_\_\_\_ (*title*) of said corporation.

Signed: \_\_\_\_\_  
(*Clerk-Secretary*)

Place of Business: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

AFFIX CORPORATE SEAL

Countersignature: \_\_\_\_\_  
(*Name and Title of Officer*)

In the event that the Clerk or Secretary is the same person as the Office authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

**BUSINESS REFERENCE FORM**  
(Bidders may use similar form to this form)

Bidder: \_\_\_\_\_

Name of IFB: \_\_\_\_\_

Product: \_\_\_\_\_

**The bidder must provide 3 business references:**

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of products or services provided: \_\_\_\_\_

\_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of products or services provided: \_\_\_\_\_

\_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of products or services provided: \_\_\_\_\_

\_\_\_\_\_

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidders bid response. The Town may deem the bidder's response un-responsive if a reference is not obtainable from a listed reference after reasonable attempts.

The following information must be provided:

- A. Number of years in business \_\_\_\_\_
- B. Business hours/business days \_\_\_\_\_

Location (county & city) and address of over the counter stores within Massachusetts.

The names, job titles, positions, business addresses and phone numbers for all contract managers, service technicians and customer service representatives to be assigned to the Town account.

Delivery Time (check one of the following)

- 5 Days (Required)
- 4 Days
- 3 Days
- 2 Days
- Next Day

Internet Address: \_\_\_\_\_

Ability to process orders via the website: YES \_\_\_\_ NO \_\_\_\_

Warranty (please describe all applicable warranties): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return Goods Policy (please describe in detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, agree to all terms, conditions and requirements stated in the IFB. I realize failure to comply with any requirement of this IFB after contract award may result in termination of an awarded contract.

I, the undersigned, agree to furnish all supplies required for the above-referenced goods and/or services in accordance with the specifications and bid documents incorporated herein for the price specified above. Said price is effective for at least sixty (60) calendar days from the deadline for submission of bids.

I, the undersigned, further certify under penalty of perjury that the company/corporation is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, §29F, as amended, or any other applicable debarment provisions of any other chapter of the General Laws of the Commonwealth or any rule or regulation promulgated there under.

If individual or corporation:

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Authorized Signature	Title	Date
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If partnership (2<sup>nd</sup> signature required):

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Authorized Signature	Title	Date
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If a corporation, signed by the authorized officer whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed.

ATTESTED: \_\_\_\_\_

**[Affix Corporate Seal]**

If a Partnership (name of all partners):

Name of Partner: \_\_\_\_\_ Residence: \_\_\_\_\_

Name of Partner: \_\_\_\_\_ Residence: \_\_\_\_\_

If a Corporation:

Incorporated in what State: \_\_\_\_\_

If a foreign corporation, are you registered to do business in Massachusetts?

YES       NO

*If selected for this work you are required under MG.L. c30 §39L to obtain from the Secretary of State, Foreign Corporation Section, State House, Boston, MA, a certificate stating that your corporation is registered; and furnish said certificate to the Town of Wareham as the Awarding Authority prior to execution of a contract.*

**(END OF BID/BIDDER'S INFORMATION)**