

SOLICITATION FOR:

Biofilter for EQ/Sludge Tank
22-IFB-01

WAREHAM, MASSACHUSETTS



RELEASED: November 22, 2021

DUE BY: December 15, 2021 9:00 AM EST

DELIVER TO:

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

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SECTION 1.0
INSTRUCTIONS TO BIDDER

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Town of Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571
- Bids submitted must be originals.
- The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided:
 - a. Signed Terms, Conditions and Certifications
 - b. Completed Bid Pricing Pages
 - Both as a total and individual units**
 - c. Completed Statement of Compliance Form
 - d. Completed Certificate of Authority
 - e. Completed Appendix A - Past Performance / References

NOTE: If Vendor is incorporated, an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts may be required for the awarded vendor only.

- Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submissions Instructions

1.2.1 Bid Delivery

Responses must be delivered by **December 15, 2021 @ 9:00 a.m.** to Town of Wareham Water Pollution Control Facility. Two (2) copies of the response should be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include a forms listed in Section 1.1.

1.2.2 Bid Signature

A response must be signed as follows: 1) if the Bidder is an individual, by her/him personally; 2) general partner; and 3) if the Bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the Town of Wareham and the apparent lowest responsive and responsible bidder.

1.2.4 Bonding Requirements

- 5% Bid Bond
- 100% Performance and Payment Bonds (Required for Awarded Contractor Only) provided within 10 business days of award notice. Labor and Materials Bond from a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount stated.

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will not be emailed or faxed. No changes may be made to the solicitation documents by the Bidders without written authorization and/or an addendum from the Purchasing Department. **It is the sole responsibility of the vendor to monitor the Town's website for addenda. The web address is: www.wareham.ma.us**

1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

Any Bidder may correct, modify, or withdraw a bid by written notice received by the Town of Wareham prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

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.

1.2.7 Right to Cancel/Reject Bids

The Town of Wareham may cancel this solicitation, 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.

1.2.8 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

1.2.9 Unbalanced Bids

The Town reserves the right to reject unbalanced, front-loaded and conditional bids.

1.2.10 Unforeseen Office Closure

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 **11:00 a.m.** on the next normal business day. Bids will be accepted until that date and time.

1.2.11 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance. Two Prices are required: (1) Entire project (2) Individual units.

1.2.12 Estimated Quantities

The Town of Wareham has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

1.2.13 Brand Name "or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The Town has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

1.2.14 Warranty

The Bidder warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the Town. The bidder guarantees that upon inspection, any defective or inferior equipment or supplies shall be replaced without additional cost to the Town. The vendor will assume any additional cost accrued by the Town due to the defective or inferior equipment or supplies. The bidder guarantees all equipment or supplies for a period of one (1) year, or as otherwise specified herein.

1.2.15 Cancellation

The Town reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

1.3 Questions about the Solicitation

Questions concerning this solicitation must be submitted in writing to: Guy Campinha, Director, Town of Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571 **before 11:00 AM on December 3, 2021**. Questions may be delivered or e-mailed to gcampinha@wareham.ma.us . Written responses will be e-mailed to all bidders on record as having attended the mandatory Pre-bid Site Visit. If any bidders or proposers contact anyone outside of the Wareham Water Pollution Control Facility regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Pre-bid Site Visit

There will be a **mandatory** site visit for this project held at the site (6 Tony's Lane, Wareham, MA). The pre-bid site visit will be on **December 1, 2021 @ 11:00 a.m.**

1.5 Rule for Award

A contract will be awarded to the responsive and responsible bidder offering the lowest total cost to complete project.

SECTION 2.0 GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the Town of Wareham. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be F.O.B. Delivered Destination-Wareham, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

To a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The Town of Wareham shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the month in which payment is to be made to insure payment by twentieth day of that month, except where

the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the Town Department in sufficient time for such discounts to be taken advantage of by the Town and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the Town, as specified on the order or from the date a correct invoice is received by the using agency of the Town, if the latter date is later than the date of delivery.

2.5. Guarantees

The successful bidder shall repair, replace, or make good, without cost to the Town, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the Town and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the Town may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or Town of Wareham codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the Town are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to Town of Wareham and must be filed with the original bid at the Wareham Water Pollution Control Facility. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the Town of the performance bond. In the case of a default, the bid surety shall be forfeited to the Town of Wareham. The successful bidder maybe required to furnish a performance bond in

an amount and with a MA licensed Surety satisfactory to the Town. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the Town of Wareham, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of the Town Department shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the Town Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality

Where trade names or specific manufacturers are mentioned in the specifications, the Town does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The Town invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if: (a) it is at least equal in quality, durability, appearance, strength, and design; (b) it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and (c) it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the Town in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L. Ch.30, §.39J, or other applicable statute, approval shall be at the sole discretion of the Town, it shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority

Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526. Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows: 10.4% combined MBE/WBE participation on construction contract awards; and, 17.9% combined MBE/WBE participation on design contract awards. Overall annual designations by awarding authorities, as well as MBEI/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation. The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract. Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch. 111F and 454 CMR 21.06. All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL, Ch. 111F, are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch. 30, s. 39M and/or Ch. 30B, s. 10. Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: 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,

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers' Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the Town of Wareham as Additional Named Insured shall be filed with the Town prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to Town of Wareham. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 2.11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the Town of Wareham and is not authorized to act in behalf of the Town of Wareham.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the Town without prior written consent of the Town of Wareham.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the Town of Wareham has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A, s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the Town of Wareham .

2.24 Termination

The Town of Wareham shall have the Right to terminate this Agreement, if: (A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the Town of Wareham , or, (B) a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. Town of Wareham shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The Town of Wareham may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the Town of Wareham, without limitation, all documents, plans, drawings, tools, equipment, and items of any

nature whatsoever supplied to the Contractor by the Town, or items developed by the Contractor in accordance with the terms of a Contract with the Town of Wareham .

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Water Pollution Control Facility Director.

2.27 Information

The submission of a bid offer authorizes the Town to contact any and all parties referenced by the bidder in regard to financial and operational information. The Town shall have the right to request verification of any information or qualifications submitted as part of any offer to the Town.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to Town.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30 Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

2.33 Prevailing Wages

This project is subject to prevailing wage rates as established by the Commonwealth.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be rejected.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

- 1. STATE TAXES PAID:** Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

- 2. CERTIFICATE OF NON-COLLUSION:** M.G.L. C. 30, s. 39M and/or C. 30B, s.10: Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: 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.

- 3. PUBLIC CONTRACTS - DEBARMENT:** M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

- 4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$10,000.00:** Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE:

The undersigned is in compliance with all of the above provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

*Approval of a Contract, or other Agreement, will not be granted unless this form is signed and **fully** complete.*

**SECTION 3.0
INVOICING REQUIREMENTS**

3.1 General

Each invoice shall be mailed to the designated billing office at the following address after completion of order:

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

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

Name of the business concern, invoice number and invoice date;

- 1) Contract number, or authorization for delivery of property of performance of services;
- 2) Description, price, and quantity and services actually delivered or rendered;
- 3) Shipping and payment terms;
- 4) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 5) Other substantiating documentation or information as required by the contract.

**SECTION 4.0
SCOPE OF WORK (SOW)**

PART 4.1 GENERAL

4.1.1 Related Documents

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. The final award of this bid will be contingent upon availability of sufficient funds. The Town reserves the right to award part or all of this contract pending availability of funds.

4.1.2 Site Description

The property location: 6 Tonys Lane Wareham, MA. The structure known as the new Sludge Tank and is easily accessible via driveway.

4.1.3 SPECS Work of this Section consists of New Biofilter for EQ/Sludge Tank

4.1.4 RELATED WORK Biofilter for EQ/Sludge Tank

PART 1 GENERAL

1 .1 DEFINITIONS

This is a turnkey project. As such, the company selected for this project shall provide design, construction and installation of the biofilter systems. System supplier shall be responsible for design of the complete system including ducting, water supply , etc. System supplier shall refer to the party that supplies the biofilter and necessary appurtenances and which provides the installation of the biofilter system.

Civil Engineering shall not be part of this contract and will be provided by the customer or their engineer. The System supplier shall provide the customer and their engineer with loading information as required

1 .2 WORK OF THIS SECTION

This document covers the furnishing and delivery of materials, equipment and appurtenances for a biofiltration odor control system.

The selected Supplier shall:

- Supply pre-engineered modular biofilter
- Supply fan, & ducting
- Install the system

1 .3 SUBMITTALS

Manufacturer shall provide shop drawings, samples, administrative, quality control, and contract closeout submittals in accordance with the requirements of this proposal and as listed below. All submittals for a complete odor control system shall be submitted to the customer or customer's engineer

Manufacturer shall Provide Shop Drawings as Follows:

- Complete fabrication, assembly and installation drawings,
- Electrical and instrumentation drawings suitable for construction
- All dimensions, parts, construction details and materials of construction shall be shown.
- Media engineering information as well as proof of LEED certification as well as recycled status of media.

1 .4 WARRANTIES AND GUARANTIES

The Manufacturer shall warrant the biofilter media for a period of 10 years from the date of Substantial Completion, provided that the system is operated in accordance with the Manufacturer's Operation and Maintenance Manuals.

All mechanical components shall be warranted free of manufacturing defects a period of 12 months from substantial completion.

1 .5 ACCEPTABLE MANUFACTURERS

Biofilter System shall be supplied by Theia, LLC **OR** pre-approved equal. Alternative Manufacturers shall apply for approval no later than 5 days from the advertisement to bid.

This specification is based on biofiltration equipment manufactured by Theia, LLC, West Chester, PA. The following conditions also apply.

- Biofiltration System shall use media that is derived from 98% recycled content or higher and shall be LEED certified. Media shall be virgin with no chemicals added.
- Systems that utilize any scrubbing or trickling mechanics, shall not be considered.
- Systems which utilize fixed or rigid packing shall not be considered.
- Odor control systems using activated carbon will not be considered.
- Odor control system using chemicals including chemical scrubbers will not be considered
Odor control system shall be completely enclosed, including weather resistant covers to protect the media.
- Odor control system shall provide moisture control and periodic flushing and cleaning of the media
- Odor control systems containing greater than 20% organic media will not be considered.

1 .6 QUALIFICATIONS

The Biofilter Manufacturer must provide the Owner with training and monitoring support service during the first year of operation. The support service must be renewable at the end of the first year of operation.

The Biofilter Manufacturer shall maintain regular laboratory facilities for the microbial and chemical support services required for normal operation of the biofiltration system.

PART 2 PRODUCTS

2.1 MANUFACTURER

Manufacturer shall be Theia Water LLC **OR** equal shall be allowed.

2.2 SERVICE CONDITIONS AT BIOFILTER INLET

Location: Outdoor.

Ambient Inlet Air Temperature Range: 0 to 110 degrees F.

Relative Humidity: 100 percent.

Air containing an average of 15 ppm hydrogen sulfide, with peak concentrations of 50 ppm.

Airflow Rate: 6750 CFM

2.3 SYSTEM PERFORMANCE REQUIREMENTS

When loaded under average and peak conditions the biofilter system shall provide at least 99 percent removal of H₂S when operated at a maximum of 7000 CFM

Total Odor Removal: System shall achieve at least 85 percent odor removal or an effluent level of 600 OU or less

2.4 GENERAL SCOPE OF SUPPLY

Manufacturer shall supply the essential biofilter system components, submittals and services listed. All components are in accordance with this proposal and shall include the following.

- Humidification system
- Modular biofilter tank(s) with cover.
- 5200 ft³ of biofilter media.
- Media surface irrigation systems.
- Exhaust fan.
- Controls and Control Panel
- Equipment, instrumentation, polypropylene tubing, controls, panel and VFD, as specified to properly operate and monitor the biofiltration system.
- Operation and Maintenance Manuals.
- Submittal packages.
- A 1-year Dionysus media monitoring and service support package.
- Permitting and inspections
- Laboratory analysis
- Tie into existing systems/equipment/Utilities
 - Electrical
 - Controls
 - Water
 - Wastewater
 - Ducting
- Preparation of site including concrete pad, foundation etc
- Unloading/ placing equipment on site

2.5 DETAILED SCOPE OF SUPPLY BY MANUFACTURER

Media: Biofilter Media: Media shall be Zagreus engineered inorganic media. Media shall consist of an inorganic inert material which is 98% or higher recycled content.

- Media shall include hydrophobic and hydrophilic components.
- Media shall have a bulk density of 16 pounds per cubic foot or less.
- Media shall not compact or degrade during normal operation of system for the period of 10 years
- Media shall include macro and micro porous components
- Media shall sustain a low static pressure loss throughout operational life
- Media shall be suitable for use in a high or low pH environment.
- Media shall be LEED certified green technology,
- Media shall suppress and/or extinguish combustion

Pressure drop through the media shall not exceed 1 inch of water column per foot of bed depth upon system startup

Modular Biofilter: System shall be fully modular such that it can be shipped to the site ready to operate. System shall feature all steel superstructure with wetted parts which are protected from the corrosive environment using either lining or substantial coating of ALL wetted or contact parts. System shall allow for easy access and testing of media as well as removal as required.

Maximum height of the biofilter vessels will be under 10 feet.

Biofilter shall be covered to retain heat and protect the media.

System shall have the ability to provide sufficient supplemental heat to keep the media beds from freezing and sustain the bacteria during periods where the air being sent to the bed is below the target temperatures referenced above or when air/odor source is temporarily unavailable.

Cover shall be removable in sections without the use of heavy machinery and shall include easy access panels which can be removed for inspection by operator.

Cover shall be designed to withstand snow loading as well as support technicians as needed for access.

Humidification & Irrigation System: The Biofiltration System shall provide and maintain an ideal moisture level to both capture the odorous compounds and support a thriving bacterial colony.

The system shall include a means of continuously imparting moisture to the media as well as a system which allows for regular rinsing of the bed to remove anything which has built up on the bed.

System shall be designed to operate using filtered wastewater. System shall include necessary filtration and conditioning to utilize this water without clogging or fouling the system.

The system shall capture any wastewater generated by the biofilter system and neutralize/condition it such that it can be directly discharged back to the wastewater plant or reused without adding anything deleterious to the plant or requiring any special consideration. This step will be accomplished without the use of Caustic or other liquid for increasing the pH.

Biofilter Exhaust Fan: Biofilter Fan shall be induced draft, pulling the odorous air through the biofilter system. As such, fan will not be subjected to corrosive air.

Fan Housing shall be coated carbon steel or aluminum with aluminum non-sparking wheel. Fan shall include 3 phase TEFC inverter duty motor, moisture drain & clean out door.

Fan shall provide sufficient pressure to overcome ducting losses as well as those induced by the biofilter system itself. The Fan sizing and design shall be the responsibility of the system supplier and, as such, the system supplier shall be responsible for guaranteeing it will supply the proper flow once installed.

Controls & Instrumentation:

The system shall be fully automated and shall include measurement for

- Air
 - Operating pressure of media
 - Operating temperature of media
 - Air flow through the system (local)
- Water
 - Operating pressure
 - pH
 - flow

The system shall include a main control panel including a PLC and remote telemetry. Panel will be NEMA 4 and will include starters for any motors associated with the system.

Panel will

- control VFD
- control water system
- report alarms via telemetry
- report operating conditions via telemetry
- feature HOA switches and alarm/status lights

PART 3 EXECUTION

3.1 GENERAL

The selected supplier shall design, build and install the biofiltration odor control system. System shall be shipped to the site mostly complete

3.2 MANUFACTURER'S SERVICES

Installation

Supervision of functional testing.

Manufacturer's certificate of proper installation.

Media performance testing.

Manufacturer's Training Program.

3.4 SYSTEM START-UP AND COMMISSIONING

The Manufacturer shall provide services as follows.

- Field test and calibrate equipment and demonstrate to the Owner that all equipment _____ will satisfactorily perform as specified.
- Field-testing reports and certification of proper installation.
- Start-up data report.

The Customer shall perform the Field Tests under the supervision of the System Supplier.

3.5 MONITORING AND SERVICE

For a period of 1 year following the date of substantial completion of the biofilter system the Owner shall take quarterly media samples for analysis. Manufacturer shall provide a quarterly media monitoring package consisting of:

- Bacterial Enumeration
- Media pH
- Media Moisture Content

As part of this service, the following parameters shall be monitored weekly by the Owner:

- Inlet Air Temperature
- Media Differential Pressure
- Media Temperature
- Inlet Air Relative Humidity
- Flow Rate

**SECTION 5.0
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the Town of Wareham entitled:

BIOFILTER FOR EQ/SLUDGE TANK

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP).

| CLIN | Description | Qty | Unit | Unit Price | Total Amount |
|------|--|-----|------|------------|--------------|
| 001 | Firm Fixed Price (FFP) FOB: Destination | | | | |
| 002 | | | | | |
| 003 | | | | | |

SEE FOLLOWING PAGE FOR REQUIRED SIGNATURE OR PRICING

NAME OF COMPANY/ INDIVIDUAL:

ADDRESS:

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL:

SIGNATURE OF AUTHORIZED INDIVIDUAL:

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1_____#2_____#3_____#4_____

- **SECTION 6.0**
- **FORMS**

6.1 Required Submissions

- 6.1.1** Certificate of Authority
- 6.1.2** Statement of Compliance
- 6.1.3** Insurance Certificate (Post Award)
- 6.1.4** Form for General Bid

**APPENDIX A
PAST PERFORMANCE / REFERENCE SHEET**

The Town requires that the Contractor demonstrate experience providing similar services in **size, scope and completeness** for a minimum of five (5) projects that are at least 5 years old. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance/Reference Title:

| | |
|---|--|
| Period of Performance | |
| Contract \$ Value | |
| Technical & Contractual POC Names & Titles | |
| Telephone numbers | |
| Email address | |
| Detailed summary of services provided | |

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2021, by and between the party of the first part, the Town of Wareham, hereinafter called "OWNER," acting herein through its Town Authority and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the _____ (City/ Town) of _____, County, and State of _____ hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

_____, hereinafter called the Project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the Bid Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in GENERAL BID, including all maps, plates, blue prints, and the specifications and plans, as prepared by the Owner.

CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project within _____ consecutive calendar days of the date of the notice to proceed, but in no event later than _____

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$ _____ for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section of GENERAL CONDITIONS.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in GENERAL CONDITIONS, and to make payments on account thereof as provided in the GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above.

(2) counterparts, each of which shall be deemed an original, in the year and day first above.

AGREED:

Town of Wareham, Massachusetts

Derek D. Sullivan,
Town Administrator

Approved As to Form:

Town Counsel

Certified as to the Availability of Funds:

Town Accountant

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for _____ (project) in Wareham, Massachusetts, in accordance with the accompanying plans and specifications prepared by _____ (name or architect or engineer) for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

A. The proposed contract total price is _____ dollars (\$ _____). OR

Priced Individually, Each baffler is \$ _____;

(Repeat preceding line for each alternate)

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2. \$ _____

Item 2. Sub-bids as follows: --

| Sub-trade | Name of Sub-bidder | Amount | Bonds required, indicated by "Yes" or "No" |
|-----------|--------------------|----------|--|
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| | Total of Item 2. | \$ _____ | |

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

FORM FOR GENERAL BID – PAGE 2

E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made with collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule of regulation promulgated thereunder.

Date _____

(Name of Sub- Bidder)

By _____
(Title and Name of Person Signing Bid)

(Business Address)

(City and State)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

_____, hereby certify that I am the duly qualified and
(Secretary of the Corporation)

acting Secretary of _____ and I further certify that a meeting of the Directors
(Name of Corporation)

of said Company, duly called and held _____ on at which all Directors
were present _____ (Date of Meeting) and voting, the
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:

(Secretary of Corporation)

A True Copy:

Attest:

_____ (Notary Public)

My Commission Expires: _____
(Date)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this statement of qualifications 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.

(Signature)

(Name of person signing qualifications)

(Name of Business)

ATTESTATION REGARDING FILING OF TAX RETURNS

TO: Guy Campinha, Director of Water Pollution Control Facility
6 Tony’s Lane, Wareham, MA 02571

Pursuant to M.G.L., c. 62C § 49A, I certify under the penalties of perjury that the undersigned respondent, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Office

Date

Name of Corporation