

Southeastern Regional Services Group

Bids Due 10:00 AM
Thursday, May 18, 2023

Invitation for Bids Water & Sewer Treatment Chemicals

for the period
July 1, 2023 – June 30, 2024

Michael Kelly, Procurement Officer

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www.sersg.org
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LEGAL NOTICE

The Southeastern Regional Services Group (SERSG) invites bids for Water and Sewer Treatment Chemicals on behalf of the Towns of Bellingham, Bridgewater, Canton, Easton, Foxborough, Mansfield, Medfield, Middleborough, Norfolk, North Attleborough, Norton, Plainville, Raynham, Sharon, Somerset, Stoughton, West Bridgewater, and Wrentham, the Dighton Water District and the MFN Regional Wastewater District for the period July 1, 2023 – June 30, 2024.

A list of Chemicals being procured can be found at www.sersg.org/bids. The list and bid package will be available April 24, 2023. Request bid packages by email or call to Procurement Officer Moira Rouse at SERSG@sersg.org, 781-784-1543. The bid package will be emailed. It will not be faxed or sent by mail service.

Sealed bids will be received until **10:00AM on Thursday, May 18, 2023** at Sharon Town Hall 90 South Main Street Sharon, MA 02067. The SERSG Board of Directors will evaluate the bids and reserves the right to waive any informality or reject any or all bids.

A series of contracts between vendors and each participating municipality will be awarded to the lowest responsible and eligible bidder for each item. The Awarding Authority will be the Board of Selectmen, Town Administrator/Manager, Procurement Officer or Mayor of each city or town.

INSTRUCTIONS TO BIDDERS

The Southeastern Regional Services Group (SERSG) invites bids for Water and Sewer Treatment Chemicals on behalf of the Towns of Bellingham, Bridgewater, Canton, Easton, Foxborough, Mansfield, Medfield, Middleborough, Norfolk, North Attleborough, Norton, Plainville, Raynham, Sharon, Somerset, Stoughton, Swansea, West Bridgewater, and Wrentham and the Dighton Water District and the MFN Regional Wastewater District for the period July 1, 2023 – June 30, 2024. (Note: Early notices of this bid identified the City of Taunton would participate, but it will not.)

All bidding shall be in strict accordance with the requirements of M.G.L. Chapter 30B. Work to be performed under this Contract shall comply with Executive Order No. 227 which sets forth the Commonwealth's non-discrimination and equal opportunity policy and the Commonwealth's civil rights laws and regulations.

Quantities

A list of municipalities, the expected quantities needed and the number of delivery locations within each municipality are included. Such quantities are given for the purpose of comparison of bid prices and are reasonable estimations of the amount of material needed. This is only an estimated amount and the actual amounts are based on the needs of the municipalities based on funding and other factors relating to said work. This is a unit price contract and the contract will be awarded to the contractor with the lowest bid based on all the listed items as calculated in the total cost line item. The numbers in the bid form, for quantities, are only for bidder comparison to determine the lowest bidder. It is understood that the contractor will provide the quantities actually required by the municipalities. **ALL BULK DELIVERIES MUST BE ACCOMPANIED BY A CERTIFIED WEIGHT SLIP OR CERTIFIED METER SLIP.**

Inquiries

Inquiries concerning this procurement prior to bid opening shall be made in writing to the Procurement Officer Michael Kelly by email to SERSG@sersg.org. The deadline for questions is Monday, May 18, 2023 at 12:00 noon. After the deadline, bidders will have to use the existing information to develop their best bid

Materials

All materials shall conform to the technical specifications contained herein and to other standards specified (e.g. AWWA and ASTM etc.) Municipalities reserve the right to inspect any source of supply to be used under a Contract awarded pursuant to this procurement.

Bids to be held open for Sixty (60) Days

Bids may be held by the Southeastern Regional Services Group for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the Contract. Bidders may not withdraw their bids during this period.

Requirements of the Bid

A complete bid will consist of all the following **completed and originally signed** documents and certifications:

- Appendix A (signed Bid Quotation Form)
- Appendix B (references).
- Certificate C or D as applicable (certifies that taxes have been paid)
- Appendix E (non-collusion certificate).
- Acknowledgement of any and all Addenda.

A BID BOND IS NOT REQUIRED.

Bidders may copy or detach these Appendices from the Bid Package to complete and submit. It is not necessary to return the entire IFB – only the required pages. There is no need to return the form of contract included, but please review it thoroughly to assure you are familiar with all terms. Bidders may bid on any number of items. **PHOTOCOPIES OF SIGNATURES WILL CAUSE A BID TO BE REJECTED.**

Bid Opening

Sealed bids **must be marked with the bidder's name and the designation "SERSG Bid FY24 Water & Sewer Treatment Chemicals"** and *identify the item numbers* for all items on which you are bidding. Bids must be received no later than **10:00AM by the clock in the Sharon Town Clerks Office on Thursday, May 18, 2023.** Bids will be opened and read aloud in Sharon Town Hall's 2nd floor conference room. All interested parties may attend.

Late bids will not be considered. Bids delivered to the wrong address or office will be considered late. The clock in the SERSG Office will be definitive.

Bidders may amend or modify or withdraw their bids if such amendment, modification or withdrawal is sent in a sealed envelope marked the bidder's name and "Amendment, Modification or Withdrawal of SERSG Bid – FY24 Water and Sewer Treatment Chemicals," and is received at the Sharon Town Hall Office **by 10:00AM by the clock in the SERSG Office on Thursday, May 18, 2023.** No late bids or amendments, modification or withdrawals will be accepted or considered. No telegraphic or fax bids will be accepted. The SERSG Board reserves the right to waive any informality as to form and to reject any or all bids.

Award Criteria

The Awarding Authority will be the Board of Selectmen, Town Administrator/Manager, Procurement Officer or Mayor of each of the SERSG municipalities participating in this procurement. Prices quoted for an item must be the same for all municipalities except for items which are regionally zoned. A series of contracts will be awarded to the lowest responsible and responsive bidders for each Item for each participating municipality. This contract will be one identical to the terms contained at the end of this Bid Package. This procurement is governed by the provisions of M.G.L. Chapter 30B.

Determination of Lowest Bid Price

Each Item will be awarded separately. The total bid price shall be determined by multiplying the estimated total quantity for all municipalities for each item by the unit price of the bidder to reach a total bid price. Each bidder's total bid price is then compared with the other bidders' total prices for that item. The bidder with the lowest total price will be declared the low bidder for that item. Contract prices remain firm and fixed for the Contract Term. Unless otherwise noted, all bid prices must include delivery to the destinations specified which delivery must be made during normal business hours (7:00am - 3:30pm) unless otherwise specified by the municipality.

Rejection of Bids

Bids which fail to meet the requirements of the Invitation for bids or which are incomplete, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which errors occur, or which in the sole discretion of the Procurement Officer contain abnormally high or abnormally low prices for any item shall be declared non-responsive; provided however, the SERSG Board, if it deems it to be in the public interest, may waive any or all informalities as to form. Informalities as to substance, however, shall not be waived. Alternate bids will not be considered. Minimum quantities for deliveries and delivery points are specified. If there is no minimum specified in

this IFB, none pertains. Bids which specify minimum deliveries different than those published will be declared non-responsive.

Method Used to Award Contract When There is a Tie

Should there be two or more low bids for the Contract to be awarded which are identical and where the bidders are determined to both be responsible, the following procedure shall be used to award the Contract:

- a. The Contract will be awarded to that bidder with its office located within the SERSG region (that region containing all the SERSG municipalities participating in this IFB).
- b. If there is no bidder with its office located within the SERSG region or if there are two or more bidders with offices located within the SERSG region, the award of the Contract shall be determined by a toss of a coin. Such a toss shall be done in the presence of the respective bidders.
- c. If there are more than two bidders with identical bids, the coin-toss method shall be used by selecting the first two bidders in alphabetical order and eliminating with a coin toss. This process shall be continued until such time as there remains one bidder.

Failure to Sign Contract

Failure or refusal of the successful bidder to sign and deliver the required contract and the required Certificate of Insurance for each municipality within ten days after notice of contract award will result in rejection of the bid. The Contract will then be awarded to the next lowest bidder or the bid re-advertised, as decided by the SERSG Board.

HEALTH AND SAFETY

The successful contractor shall fully comply with Chapter 306 of the Acts of 2004. This act is relative to the health and safety on public construction projects and work.

FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

CONTACT PEOPLE

Bellingham

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TECHNICAL SPECIFICATIONS

All products must be ANSI/NSF Standard 60 certified for drinking water treatment chemicals as well as approval of the Massachusetts Department of Environmental Protection (MassDEP). The MassDEP has established testing and approval standards for drinking water additives under National Sanitation Foundation 60.

Minimum delivery quantities are as follows:

- Item 1- 1,500 gallons
- Item 2- 750 gallons
- Item 4 - 40 bags
- Item 5 - 200 bags
- Item 6 - 4,000 gallons
- Item 7 - 500 gallons
- Item 8 - 500 gallons
- Item 9 - 500 gallons
- Item 13 - 4 drums via power lift platform
- Item 14 – 150 gallons
- Item 22 – 1,000 gallons
- Item 24 – 20 bags

Bidders may not stipulate different minimum deliveries than stated here. Use of the Bid Quotation pages provided in Appendix acknowledges this requirement.

ITEM NO. 1 - LIQUID POTASSIUM HYDROXIDE 45% (Caustic Potash) – bulk delivery, Minimum 1,500 gallon delivery

ITEM NO. 2 - LIQUID POTASSIUM HYDROXIDE 45% (Caustic Potash) – bulk delivery, Minimum 750 gallon delivery and delivery within 3-days

Liquid potassium hydroxide shall meet AWWA B511-10 and shall be certified by NSF under Standard 60 - Drinking Water Treatment Chemicals. Liquid potassium hydroxide shall contain approximately 45% potassium hydroxide (44.0% minimum and 45.5% maximum) and have a specific gravity of 1.46.

Liquid potassium hydroxide shall be delivered in tank truck capacity. Bidders shall be responsible for determining the length and size of all hoses and connectors or other delivery mechanisms necessary to offload all chemicals directly into the Water Department's storage facilities.

ITEM NO. 3 - LIQUID POTASSIUM HYDROXIDE 45% (Caustic Potash) – 55 gallon drums

Liquid potassium hydroxide shall meet AWWA B511-10 and shall be certified by NSF under Standard 60 - Drinking Water Treatment Chemicals. Liquid potassium hydroxide shall contain approximately 45% potassium hydroxide (44.0% minimum and 45.5% maximum) and have a specific gravity of 1.46.

ITEM NO. 4 - SODIUM FLUORIDE - Coarse Crystals Only

Description	Percent
Assay	97.00 (Min)
Insoluble Matter	0.60 (Max)
Moisture	0.50 (Max)
Heavy Metals	0.04 (Max)

Particle Size

Powder:

- 100% through a 20 mesh
- 10% Max retained on a 100 mesh
- 65% max through a 325 mesh

Granular:

- 98% Min through a 20 mesh
- 50% Min retained on a 100 mesh
- 5% Max through a 325 mesh

AWWA DESIGNATION B-701.

Sodium fluoride shall be delivered in 50 lb. bags. Minimum delivery of 40 bags.

ITEM NO. 5 - HYDRATED LIME

Content	Percent
CaO (OH)	96.00
Moisture (H2O)	0.80
Total Insolubles	3.20
CaO Available	70.01 (Min)

Typical Chemical Analysis Ref. (USTM C-25-74)

Loss on Ignition	23.92
Silica (SiO)	1.45
Insolubles	1.45
Fe & Al/Iron & Alum.	0.30
Calcium Oxide (CaO)	71.58 (Min)
Magnesium Oxide (MgO)	0.50
Sulphur (SO)	0.15

Typical Physical Analysis (ASTM 6-49 (3))

Specific gravity	2.343		
Dry Brightness, G.E.	92.0%		
Mean Particle Size	2.0 micron	Mesh	% Passing
Ph	12.4	100	100
BET Surface Area	22.0 m2/g	200	99
		325	94

AWWA DESIGNATION B 202

Lime shall contain no mineral or organic substance in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water that has been treated with it. Lime shall be white, dry, finely powdered and free from lumps or any foreign material that might interfere with the operation of dry feed equipment or chemical injection pumps.

Hydrated lime shall be delivered in 50 lb. net weight multi-wall paper bags with a minimum delivery of 200 bags.

No lime will be accepted while there is atmospheric precipitation at the site at the time of delivery. Damp or wet bags shall not be accepted. Broken or otherwise damaged bags shall not be accepted.

ITEM NO. 6 - LIQUID FERRIC CHLORIDE, bulk delivery

Liquid ferric chloride shall meet all applicable requirements of AWWA B407-98 with the following characteristics:

Concentration	nominal 37% - 42% FeCl ₃ by weight in water.
Appearance	orange-brown liquid
Specific gravity	1.38 – 1.49
Freezing point- below -50 degrees C	(-58degrees F)
Absolute viscosity at 25 degrees C	6.2 centipoise.

Minimum delivery is 4,000 gallons. Bulk delivery required, not drums.

ITEM NO. 7 - SODIUM BISULFITE - 38-40% Solution – bulk delivery

Sodium bisulfite shall meet the following specifications:

Sodium Bisulfite (w/w%) (NaHSO ₃)	37.0-41.0
Sulfur Dioxide (w/w%) (SO ₂)	22.8-25.3
Sulfur Dioxide (#/gal) (SO ₂)	2.48-2.83
ph of solution (S.U.)	3.5-4.5
Specific gravity @ 60 degrees F (15.6 degrees C)	1.299-1.337
Weight of solution @ 60 degrees F (15.6 degrees C)	10.83-11.15
Appearance	clear, free flowing liquid; light green to colorless with a pungent aroma. Ingredients include water, caustic soda, sulfur dioxide and trace metallic and inorganic salt compounds.

Minimum delivery is 500 gallons.

ITEM NO. 8 - SODIUM HYDROXIDE (25% SOLUTION) – bulk delivery

ITEM NO. 9 - SODIUM HYDROXIDE (50 % SOLUTION) – bulk delivery

Sodium hydroxide supplied under these specifications shall meet or exceed the requirements of ANSI/AWWA B501 Standard for Sodium Hydroxide, latest revision and ANSI/NSF Standard 60.

This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects.

25% Solution - The sodium hydroxide supplied under this specification shall consist of liquid sodium hydroxide and shall contain approximately 25 percent sodium hydroxide.

50% Solution - The sodium hydroxide supplied under this specification shall consist of liquid sodium hydroxide and shall contain approximately 50% sodium hydroxide.

The minimum delivery is 500 gallons.

ITEM NO. 10 – POTASSIUM PERMANGANATE - 5 gallon pails

Chemical content shall contain not less than 98 percent, by weight of potassium permanganate (KMnO) The Potassium Permanganate shall not contain any impurities and additives

Parameter	Requirements	Test Method
A. Chemical requirements		
Available Potassium Permanganate		
(KMnO), % (w/w)	98 min	AWWA B603-93; EN 12672: 2000
B. Impurities Insoluble matter, %(w/w)		
	1.0 max	AWWA B603-93;EN 12672: 2000
Moisture, %(w/w)		
	0.5 max	EN 12672: 2000
C. Physical Requirements		
Pass through 75um sieve, %(w/w)	7.0 max	EN 12672: 2000
D. Toxic Substances		
	Limit mg/kg of Product	Test Method
Arsenic, As	20	EN 12672: 2000; ISO 6595
Cadmium, Cd	50	EN 12672: 2000; ISO 8288-A
Chromium, Cr	50	EN 12672: 2000; ISO 9174
Mercury, Hg	10	EN 12672: 2000; EN 1483
Nickel, Ni	50	EN 12672: 2000; ISO 8288-A
Lead, Pb	50	EN 12672: 2000; ISO 8288-A
Selenium, Se	50	EN 12672: 2000; ISO 9965
Antimony, Sb	50	EN 12672: 2000; ISO 3856-2

No.	Physical Properties	Description
1.	Appearance	i. Shall be dry and clean ii. Odourless iii. Dark purple/bronze-like rhombic crystal with blue metallic sheen
2.	Density	i. 2.70g/cm ³ at 20°C ii. bulk density between 1.45g/cm ³ to 1.60g/cm ³ .
3.	Solubility	i. 65g/L (25°C)

The packaging for this item is 5 gallon pails, which hold approximately 55 pounds each. There will be 20 drums to a pallet.

ITEM NO. 11 - SODIUM HYPOCHLORITE (BLEACH) 15% Solution - 5 gallon pails

ITEM NO. 12 - SODIUM HYPOCHLORITE (BLEACH) 15% Solution - 15 gallon containers

ITEM NO. 13 - SODIUM HYPOCHLORITE (BLEACH) 15% Solution - 55 gallon drums
minimum delivery of 4 drums

ITEM NO. 14 - SODIUM HYPOCHLORITE (BLEACH) 15% Solution – bulk delivery
minimum delivery of 150 gallons

ANSI/AWWA DESIGNATION B300-99

	Minimum	Typical	Maximum
Sodium Hypochlorite (wt%)	12.5	14.0	15.6
Excess Sodium Hydroxide			
Weight Percent	0.1	0.6	2.0
Grams/Liter	1.2	7.7	25.0

	Available Chlorine		
Weight Percent	11.9	13.3	14.8
Trade (Volume) Percent	14.2	16.1	18.5
Grams/Liter	142	161.4	185
Specific Gravity @ 68 degrees F	1.96	1.211	1.249
Weight of Solution @ 68 percent F	10.0	10.1	10.4

Inert Ingredients

Sodium Carbonate (Na ₂ CO ₃)	0.5%
Sodium Chloride (NaCl)	12.5%

Inorganic Salts

Copper (Cu)	0.5% wt.
Iron (Fe)	0.5% wt.
Nickel (Ni)	3.0 ppm
Manganese (Mn)	1.0 ppm
Silicon (Si)	100 ppm

Sodium hypochlorite shall be delivered in 5, 15, or 55 gallon containers. Minimum delivery for item #13 in 55-gallon drums is 4 drums via power lift platform. Minimum delivery for item number #14 by tank truck delivery is 150 gallons.

ITEM NO. 15 – POLYMER in 275 gallon totes, NE-2276 or equiv

A high charge cationic polyacrylamide **equivalent to Polydyne NE-2276**. This product is in emulsion form and is used as a flocculant in a wide variety of municipal wastewater treatment applications. Polymers are generally proprietary formulas, the trademarks referenced are given to assist in identifying equal or equivalent products.

Packaging: 275 gallon tote bins containing 2,300 pound of product net. **Bid unit** is per pound

Bid price shall include delivery and any insurance or other environmental or incidental fees.

Tote deposits shall be refundable and are not part of the bid delivered price.

Bid price shall include pickup of empty totes by the successful bidder with proper recycling of same.

Delivery shall be made within **5** working days of the placement of an order.

Typical Properties

Physical Form	Clear to Milky White Liquid
Cationicity	50%
Active Polyacrylamide Min.	42%
Freezing Point	7 F. (-14 C.)
Density	8.5 – 8.7 lbs/gal.

Preparation and Feeding

This is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

Manufacturing specifications

Total Solids 45 - 52 %
 Residual AcAm < 1000 ppm
 Neat Viscosity 500 - 2000 cPs
 UL Viscosity 2.3 - 3.3 cPs

ITEM NO. 16 – ORTHO POLYPHOSPHATE - 55 gallon drums

Water treatment chemical to be used as an effective corrosion inhibitor and sequestrant for use in potable and industrial water systems. Needs to conform to ANSI/NSF Standard 60

Blend is 70/30 ortho/poly

Clear liquid
 Boiling Point, 760mm Hg: > 101 degrees C
 Freezing Point: < 0 degrees C
 Percentage Volatile by Volume: 55% (as water)
 Specific Gravity: 1.34-1.40
 pH: 5.0 +/- .5
 Weight: lbs per gallon 11.1-11.7

ITEM NO. 17 – LIQUID CITRIC ACID 50% - revised delivery & container

Product shall be certified by NSF under Standard 60 — Drinking Water Treatment Chemicals and shall contain approximately 50% citric acid, with a minimum of 49.0% and maximum of 50.5%. It shall have a specific gravity of 1.65.

Packaging must be in 275-gallon totes

ITEM NO. 18 – LIQUID CHLORINE - 150 pound containers

Liquid chlorine, 99.5% pure chlorine concentration, shall conform to AWWA Standard B301-04 and shall be shipped in 150-pound cylinders furnished by the manufacturer at no extra cost, or by bulk delivery. Container delivery must be in units of eight (8) cylinders or more to locations provided by each municipality.

Bid price shall include cost of delivery and cost of return of empty cylinders to manufacturer and shall be firm for the contract period.

ITEM NO. 19 - POLYALUMINUM CHLORIDE – PCH-101 or equivalent

Liquid polyaluminum chloride (PAC) shall meet AWWA B408-10 and shall be certified by NSF under Standard 60 — Drinking Water Treatment Chemicals. This liquid polyaluminum chloride shall be equivalent to PCH-101. Bidders shall be fully responsible for demonstrating that the proposed chemicals will perform satisfactorily in the treatment process under both warm and cold water conditions. Bidders shall provide performance testing on site at no additional cost to the municipalities.

Typical Properties:

- Aluminum oxide concentration of 10.5% (10.3% minimum and 10.7% maximum)
- Specific gravity of 1.26 (+/- 0.02)

- Basicity of 65% to 75%
- pH of 2.7 (+/- 0.2)
- Sulfate concentration of 1.7% (+/- 0.3)
- Chloride concentration of 10% to 13%

Liquid polyaluminum chloride shall be delivered in bulk in 1,000 gallon deliveries to the participating municipalities, unless otherwise requested. The method of chemical transfer shall be by compressor mounted on the delivery truck. All deliveries shall be coordinated with the municipality and be made within 48 hours of the order. Bidders shall be responsible for determining the length and size of all hoses and connectors or other delivery mechanisms necessary to offload all chemicals directly into storage facilities.

ITEM NO. 20 –POLYALUMINUM CHLORIDE – PHC-180 or equivalent

Liquid polyaluminum chloride (PAC) shall meet AWWA B408-10 and shall be certified by NSF under Standard 60 — Drinking Water Treatment Chemicals. This water soluble Aluminum Salt, shall be equivalent to PCH-180. . Bidders shall be fully responsible for demonstrating that the proposed chemicals will perform satisfactorily in the treatment process under both warm and cold water conditions. Bidders shall provide performance testing on site at no additional cost to the municipalities.

Typical Properties

Appearance	Clear to slight haze	Insolubles: less than 0.01%
Boiling Point	220°F	Solubility in water at 68°F: 100% (by weight)
Freezing point:	14°F	pH in concentrate: 2.6 + . 2
Specific Gravity: 1.26 + 0.02		Basicity: 70% + 2%
O AL2 O3: 10.5 + .2%		

Liquid polyaluminum chloride shall be delivered in bulk in 1,000 gallon minimum deliveries to the participating municipalities, unless otherwise requested. The method of chemical transfer shall be by compressor mounted on the delivery truck. All deliveries shall be coordinated with the municipality and be made within 48 hours of the order. Bidders shall be responsible for determining the length and size of all hoses and connectors or other delivery mechanisms necessary to offload all chemicals directly into storage facilities.

ITEM NO. 21 –AMMONIUM HYDROXIDE 29% - 15 gallon poly pails

PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor: Colorless liquid. (Strong ammonia-like odor.)

Molecular Weight: 35.05 g/mole

pH: 11.6 [Basic]. This is the actual pH in a 1N solution.

Boiling Point: Not available.

Melting Point: -69.2°C (-92.6°F)

Specific Gravity: 0.893 - .900 (Water=1)

Vapor Pressure: 287.9kPa (@ 20°C).

Evaporation Rate: Not available.

Solubility in Water: Easily soluble in cold water.

Ammonia % - 28.5 – 31%

Usual delivery will be 6 (six) 15 gallon containers at a time.

ITEM NO. 22 –SODIUM ALUMINATE 38% solution – bulk delivery

Sodium Aluminate liquid 38% solution shall meet the standards of AWWA B405-00 and be shipped in bulk. This product is a combination of sodium oxide (Na₂O) and aluminum oxide (Al₂O₃) with sufficient excess causticity (sodium oxide) for stabilization. Its physical requirements include sufficient stability for prolonged storage of more than 30 days.

Impurities - The sodium aluminate supplied according to this standard shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium aluminate.

Product certifications.

Sodium aluminate is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals Health Effects. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.

The minimum delivery is 1,000 gallons.

ITEM NO. 23 –GLYCERIN-BASED SUPPLEMENTAL CARBON – bulk delivery

Specifications are:

Property	Units	Limits	Value	Test Protocol
Purity (remainder as water and minor constituents)	Glycerin % w/w	Range	70-74	ASTM D7637-10
ris/Trash/Particle size	micron	Maximum	15	ASTM E11-09e1
Methanol Content	% w/w	Maximum	0.3%	EN 14110
Specific Gravity @ 20 deg C	g/mL	Minimum	1.2	ASTM D 891-00 or ASTM D 4052-02
		Maximum	1.3	
Viscosity	Cp 20 deg C	Maximum	75	ASTM D2196
	Cp 5 deg C	Maximum	300	ASTM D2196
pH	Standard Units	Minimum	4	ASTM E-70
		Maximum	11	
Flash Point	Deg C	Minimum	No Flash up to 93°C	ASTM D 93
Fatty Acid Content	% w/w	Maximum	0.75%	ASTM 5555-95
COD Concentration	mg/l	Minimum	1,000,000	ASTM D 1252 (dilution in Water)
	mg/l	Maximum	1,200,000	
Ash Content	% w/w	Maximum	9 %	AOCS CA 11-55.

DELIVERIES:

The Supplier shall ensure that the product is delivered in clean tanker trucks and is free of contamination. Contamination of the product shall render the Supplier liable for the lawful disposal of the contaminated material, cleanup of stage facilities and full replacement of product at the Supplier's expense.

The off-loading of the glycerin based carbon source from the tanker truck to storage tanks shall be the responsibility of the Supplier. The Supplier shall be responsible for all health, safety, and spills/cleanup associated with the offloading.

The Supplier shall certify compliance with the specification for each shipment. The Certificate of Analysis (COA) shall accompany each delivery.

The % glycerin and COD shall be tested by the supplier for each load and included in the COA. If the COD is less than 1,000,000 mg/L or greater than 1,200,000 mg/L the load will be rejected. Also, the product must fall within the acceptable range stated for the % glycerin stated on the COA, or the delivery may be rejected. % Glycerin will be rounded to the nearest 0.1 decimal place.

For the purpose of evaluating products, pounds COD attributable to active ingredients (glycerin) will be based on the following schedule:

% Glycerin	Anticipated COD mg/L	Acceptable Range
70 – 70.5	1,084,000 mg/L	1,000,000 mg/L – 1,154,000 mg/L
70.6-71.5	1,100,000 mg/L	1,030,000 mg/L – 1,170,000 mg/L
71.6-72.5	1,116,000 mg/L	1,046,000 mg/L – 1,186,000 mg/L
72.6-73.5	1,132,000 mg/L	1,062,000 mg/L – 1,200,000 mg/L
73.6-74.0	1,148,000 mg/L	1,078,000 mg/L – 1,200,000 mg/L

Crude glycerin will not be approved under any circumstances for use as a supplemental carbon source. Glycerin shall be considered crude if it is a byproduct of biodiesel production and it has any of the following attributes:

It is not normally refined / processed to consistently meet the specification stated in the above.

It has not been directly marketed as a supplemental carbon source for more than a year.

It does not have more than 1 year history being utilized as a supplemental carbon source in at least 5 plants with more than 1mgd flow.

If product exceeds 74% glycerin or 1,200,000 mg/L COD.

ITEM NO. 24 –SODIUM CHLORIDE, food grade – pounds

Sodium Chloride Salt, 99.5% pure, Coarse Granular Salt without additives and preservatives, Concentrations of Calcium (CA) be less than or equal to 0.03%, Magnesium (Mg) be less than or equal to 0.02%, and Manganese (Mn) be less than or equal to .005%.

Chemical Analysis:	
% Sodium Chloride:	99.834
% Magnesium Chloride:	0.011
% Calcium Sulphate:	0.122
% Calcium Chloride:	0.030
% Moisture:	0.030
Screen analysis	
Mesh	% On
20	0.3
28	10.3
35	33.2
48	39.0
65	14.9
100	2.2
thru	0.1

Sodium Chloride shall be delivered in 50 lb. bags with a minimum order of 20 bags.

QUANTITY ESTIMATES

APPENDIX A: BID QUOTATION SHEET

APPENDIX B: MUNICIPAL REFERENCES

List all municipalities in which you have had a contract for the Item on which you are bidding for the past two-year period. References must include name and address of municipality, name and telephone number of key contact person.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

APPENDIX C: CERTIFICATION FOR NON-CORPORATE BIDDER

I, _____, _____
name title

of _____
Name of Company

certify under the penalties of perjury that:

- 1. I duly represent the bidder and have full authority to execute any and all documents for and on behalf of the bidder relative to its operation, and
- 2. Bidder has complied with all the laws of the Commonwealth of Massachusetts relating to the filing of all State tax returns and payment of all State taxes required under said laws.
- 3. If an out-of-state company, a resident agent in the Commonwealth of Massachusetts must be appointed for service of process. The name and address of the company’s resident agent is: _____

Witness by hand and seal this _____ day of _____, 20__

Agent of Bidder

Title

Date

Address of Bidder

Telephone No. of Bidder

APPENDIX D: AFFIDAVIT OF CLERK OF CORPORATE BIDDER

I, _____, certify as follows:

1. I am the Clerk of _____ which is duly organized and incorporated under the laws of Massachusetts (or the State of _____ and is duly registered under M.G.L. Chapter 156D section 15.03 to do business in the Commonwealth of Massachusetts).
Print exact name of Corporation

2. That the names, residential addresses and titles of the officers of the above-named corporation are as follows:

_____ President	_____ Vice President
_____ Address	_____ Address
_____ Treasurer	_____ Resident Agent (if a foreign corp.)
_____ Address	_____ Address

3. That the above-named corporation was incorporated on _____.

4. The federal tax I.D. number of said corporation is _____.

5. That the above-named corporation is in good standing with the Secretary of State of the Commonwealth of Massachusetts (or the State of _____) and, to my best knowledge and belief, has filed all state tax returns and paid all state taxes required by law. (M.G.L. Chapter 62 Section 49A)

6. _____ is authorized to sign contracts/agreements on behalf of _____ pursuant to a vote of the Board of Directors/
Print exact name of Corporation

Officers on _____
Date

Signed under the pains and penalties of perjury this _____ day of _____, 20__.

Signature of Clerk

APPENDIX E: CERTIFICATION OF BID

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

Name of Company

Signature of Authorized Agent

Date

ATTACHMENT 1: FORM OF CONTRACT

Provided as SAMPLE of what the winning bidder's contract will include. NOT for submission with bid

THIS AGREEMENT (hereinafter called the Contract) made the _____ day of _____, 20__ by and between the City or Town of _____ (hereinafter called the City or Town) and _____ (hereinafter called the Contractor) having its principal place of business at:

The Contractor has bid successfully to provide DPW Supplies, Water and Sewer Treatment Chemicals described in the Technical Specifications for a one year period commencing on July 1, 2023 through June 30, 2024. Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor (attached hereto).

WITNESSETH; the Contractor and the City or Town for the consideration hereinafter named agree as follows:

1. Scope of Contract

The Contractor agrees to furnish and deliver to the Town, at the destination points listed or those provided by the municipality, the DPW Supplies and water and sewer treatment chemicals as they are needed in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids.

2. Authorized Personnel

The Superintendent of Public Works or the Highway Superintendent or the Water or Sewer Treatment Plant Superintendent will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

3. Inspection of Services

All services (which throughout this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the City or Town. Due to the possibility of any future changes or new State regulatory rules or guidelines, the City or Town may require the Contractor to submit upon request a copy of test results (from a State Certified Lab) regarding the product supplied under this Contract. The City or Town considers it the responsibility of the Contractor to monitor and control additives, direct and indirect in chemicals supplied, and will not be responsible for any cost involving confirmation of purity.

Items that do not meet the Technical Specifications will be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for delivery of non-conforming items. When tests are conducted after receipt and such tests reveal damage or failure to meet specifications, the Town may seek damages or replacement of the product regardless of whether

a part or all of the product has been consumed.

The City or Town reserves the right 1) to inspect the source of supply of any supplies to be delivered under this Contract, 2) to remove samples of these supplies for testing and 3) to verify the certification and accuracy of any scale to be used under this Contract.

4. Risk of Loss

The Contractor shall bear the risk of loss for the chemicals and supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

5. Safety Standards

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.

6. Delivery of Supplies

Supplies shall be delivered within five (5) working days of the receipt of the order (oral or written).

If the Contractor fails to make deliveries within the time periods specified, the City or Town reserve the right to obtain the supply or chemical on the open market. Any additional costs resulting to the City or Town as a result of purchasing the item on the open market shall be deducted from any monies owing the Contractor for supplies or chemicals previously delivered.

Deliveries shall be made between the hours of 7:00am and 3:30pm, Monday through Friday unless alternate arrangements are made with each City or Town. No penalty charges for delays in off-loading materials will be allowed.

If a minimum delivery exceeds the limit estimated by smaller towns, then the vendor must be willing to coordinate an agreeable arrangement for delivery to smaller entities not meeting the required minimum. If a compatible delivery arrangement cannot be reached with the lowest bidder, then the Co-op will consider this not to be in the best interest of the membership, and will award the bid to the next highest bidder that agrees to these terms. Bidders are also encouraged to contact the individual Town Officials of each town prior to the bid to obtain more specific information about that town's needs with respect to storage capacity and deliveries.

All truckload deliveries for which payment will be determined by weight shall be weighed on a certified scale which generates a computer printout of the weight on the delivery slip. A weigher's certificate properly filled out and signed by a sworn weigher shall be delivered with each load delivered. Payment will be made only on the basis of weights so certified. The City or Town may at its discretion order all materials delivered to also be weighed on the City or Town's scale and if there is a discrepancy in weights, payment will be predicated on the basis of the City or Town's scale. The delivery slip must also contain the following information:

- Contractor's name
- Loading point
- Truck registration number
- Date of delivery
- Name of person making the delivery
- Name of person certifying the weight
- Description and quantity of the supplies being delivered
- Gross weight of the truck
- Tare weight
- Net weight
- Signature of the sworn weigher
- Date
- Loading point
- Delivery point

All chemical deliveries shall be made only by trucks equipped with printing meters which shall bear the current seal of inspection by a public sealer of weights and measures of the Commonwealth of Massachusetts and for which a certificate has been issued showing that such equipment conforms with weights and measures and regulations of the Commonwealth. A copy of the delivery slip showing the meter reading before and after delivery to the nearest tenth of a gallon and the identity of the truck driver shall be left at the place of delivery. All deliveries shall be made in the presence of an authorized representative of the municipality who will sign the delivery receipt. The premises shall be cleaned of any spillage or other debris resulting from tank truck deliveries and the premises returned to the condition prior to the delivery.

ALL DELIVERY SLIPS MUST BE COUNTERSIGNED BY A DESIGNATED AGENT OF THE CITY OR TOWN IN ORDER FOR PAYMENT TO BE MADE.

7. Payments

The City or Town shall pay the Contractor for supplies and chemicals delivered in accordance with the unit prices listed on Appendix A (Bid Quotation Form). The Contractor agrees to invoice the City or Town in such form as the City or Town may require. The City or Town shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. Deposits that are required to be made by the City or Town pending return of packing materials (e.g. pallets or tonners) to the Contractor shall be promptly refunded to the City or Town upon return of the packing materials. Should such a refund not be made within thirty (30)

days of their return, the City or Town may deduct this charge from any outstanding invoices owing the Contractor for supplies or chemicals delivered.

Invoices for gasoline, diesel, #2 heating oil will be accompanied by a copy of the Journal of Commerce pricing for the particular date referenced and must include a breakdown of all charges and taxes adding up to the total cost per gallon.

FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality.

Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

8. Warranty

The Contractor warrants that all goods, equipment, supplies and chemicals provided will be free of any defects in workmanship and will conform to the specifications identified in the IFB and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town. The Contractor agrees to provide the Town with written documentation of all manufacturers' warranties.

9. Termination for Convenience

The City or Town shall have the right to terminate this Contract for its convenience upon ten (10) days written notice. The City or Town may terminate the Contract in whole or in part when the DPW or Highway Superintendent or Water or Sewer Department Superintendent determines such termination to be in the best interest of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this section shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice

of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment, supplies or chemicals similar to those ordered. In such case, the Contractor shall be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this clause are in addition to any other rights and remedies provided by law or under this Contract.

11. Force Majeure

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this clause. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964. The Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, The Americans with Disabilities Act of 1991, Section 4 (and all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

13. Anti-Boycott Covenant

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E

of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the City or Town shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

14. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

15. Infringement Protection

The Contractor represents that to the best of its knowledge none of the equipment or supplies or chemicals provided pursuant to the Contract, nor the use hereof, violates or infringes upon any U.S. patent, copyright, trade secret, or any other right of a third party. In the event of any action brought against the City or Town in which infringement of a U.S. patent or copyright is claimed, the Contractor will defend or settle the claim at its own expense, and indemnify the City or Town against any expenses, costs or damages incurred by the City or Town on account of such claim, but such defense, settlement and payment are conditioned on the following:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it: and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it available to the Contractor. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

In the event such a claim occurs or in the Contractor's opinion is likely to occur, the Contractor will, at its option and expense, either procure for the City or Town the right to continue using the equipment, supplies or chemicals or replace or modify the same so that they become non-infringing. If, despite the reasonable efforts of the Contractor, neither alternative is feasible, the Contractor will accept return of the infringing products, without charge or penalty and refund fully the Town's money.

The Contractor shall not indemnify the City or Town against any claim of infringement arising out of supplies or chemicals made or modified to the City or Town's own specifications or design or based upon use by the City or Town of equipment or supplies in combination with equipment, alterations, attachments or supplies not supplied by the Contractor.

16. Tax Exemptions

No taxes are to be included in any price unless otherwise specifically allowed. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sales and use

taxes. Municipalities are also exempt from the Mass. Underground Storage Tank fee. To the extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied.

17. Insurance Policies

During the contract period, the Contractor shall keep in effect insurance policies in the following amounts and descriptions with an insurance company licensed to do business in the Commonwealth of Massachusetts and which company is satisfactory to the City or Town.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property	\$1,000,000.00 each occurrence
Damage Liability	
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Prior to the execution of this Contract, Contractor shall deliver to the City or Town a certificate of insurance showing the City or Town as an additional insured on all such policies and copies of all said policies.

18. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract; provided that:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and,
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor. in such event, the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this section shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor.

No limitation of liability provision of the Contract shall apply to the indemnification provided by

this paragraph.

19. Examination/Audit of Books/Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due thereunder for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) from the date of final payment under the prime contract or subcontract.

20. Contract Manager/Contract Officer

The Contractor designates _____ to act as Contract Manager. He/She, or any successor to this role designated in writing, will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates _____ to act Contract Officer. He/She shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

21. Notices

Any notice required by the Contract to be given to a party shall be in writing and addressed as follows:

To the Town: _____

To the Contractor _____

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

22. Employee Insurance

The Contractor agrees, during the term of the Contract, to maintain at the Contractor's expense all insurance required by law for its employees, including disability, workers compensation and unemployment compensation.

23. Amendments

No amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

24. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

25. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

26. Conflicting Terms and Conditions

In the event a Contractor's preprinted forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

27. Entire Agreement

The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

28. Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

N WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

For the Town:

_____ By _____
Date Signature

Title of Authorized Agent

For the Contractor:

_____ By: _____
Date Signature of Authorized Agent

Title of Authorized Agent