

### **ATTENTION ALL BIDDERS**

Be sure to submit your bid in **DUPLICATE**.

Make sure bid prices are identical on both copies.

Be sure both copies are properly executed.

Read thoroughly the "Instructions to Bidders" and the legal advertisement relative to the bid deposits and other details on submitting offers.

If a bidder is a co-partnership, all partners must execute both copies of the bid unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority must be submitted.

If a bidder is a corporation, the authorized agent must execute both copies of the bid and evidence of authority to sign must be submitted.

## **INSTRUCTIONS TO BIDDERS**

### **A. RECEIPT AND OPENING OF BIDS**

The Halifax Water Department acting by and through its Board of Water Commissioners will receive sealed bids for furnishing Water Treatment chemicals until 2:00 p.m. Wednesday, June 10, 2020 at the Water Department Office at 500 Plymouth Street. The bids will be publicly opened and read at that time.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. The bidder agrees that this bid shall be good and may not be withdrawn after the opening of bids.

### **B. PREPARATION OF BIDS**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. If the bidder is not bidding on any particular chemical, this form must be crossed out and initialed.

**Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the wording "Water Treatment Chemicals Bid."** Bids may be delivered in person or by mail.

### **C. QUALIFICATIONS OF BIDDERS**

The Halifax Water Department may make such investigations as deemed necessary to determine the ability of the bidder to provide chemicals and the bidder shall furnish all such information and data for this purpose as requested. A bid may be rejected if the Halifax Water Department is not satisfied that such a bidder is not qualified to carry out the obligations of the Contract. Conditional bids will not be accepted.

Proposal of \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

To furnish the Water Treatment chemicals in accordance with specifications attached, it being further understood that the Town reserves the right to make an award on the basis of quotations received for any and/or on the basis of aggregate total for all items on which quotations received.

TO: The Board of Water Commissioners  
500 Plymouth Street  
Halifax MA 02338

Gentlemen:

In accordance with the advertisement of the Town of Halifax, inviting proposals for furnishing Water Treatment Chemicals, in conformity with the attached specifications, I/we hereby certify that I am/we are the only person(s) interested in this proposal as principal(s); that is made without collusion with any person, firm, or corporation, that an examination has been made of the specifications; and that the equipment/materials will be delivered within the time specified, at the following prices.

PROPOSAL (Continued)

(If a co-partnership)

Date \_\_\_\_\_

Firm Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

Business Addresses: \_\_\_\_\_

\_\_\_\_\_

Names & Addresses \_\_\_\_\_

of all \_\_\_\_\_

members of \_\_\_\_\_

the firm \_\_\_\_\_

(If a corporation)

Date \_\_\_\_\_

Corporate Name: \_\_\_\_\_

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

\*President or Authorized agent

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

\_\_\_\_\_

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



HALIFAX WATER DEPARTMENT SPECIFICATIONS

1. CHEMICALS

The following chemicals shall be furnished in accordance with the latest AWWA Standards as cited. Each successful bidder must submit notarized statements that each chemical supplied meets the following AWWA Standards:

<u>Chemical Name</u>	<u>Symbol</u>	<u>AWWA Standard</u>
Liquid Sodium Hypochlorite (15%)	NaOCl	B 300-75
Liquid Sodium Hydroxide (25%)	NaOH	B501-75
Potassium Permanganate	KMnO4	B603-98
Sodium Bisulfite (38-40%)	NaHSO3	

Each bidder shall furnish descriptive material concerning the brand of chemical being proposed.

2. QUANTITIES

The Halifax Water Department expects to purchase the following amounts of chemicals during the contract period. We reserve the right to increase or decrease the actual amounts as desired.

<u>Chemical Name</u>	<u>Yearly Bid Quantity</u>	<u>Minimum Shipment</u>
Liquid Sodium Hypochlorite (15%)	5,000 to 8,000gal.	800 gal.
Liquid Sodium Hydroxide	15,000 to 20,000 gal.	2,000 gal.
Potassium Permanganate	4,000-lbs.	750 lbs.
Sodium Bisulfite (38-40%)	as needed	600 lbs.

3. DELIVERIES

Deliveries shall be made to the Richmond Park Filtration Plant and/or the YMCA Treatment Facility. All tank trucks must have the proper fittings to connect to existing filler pipes. Any chemical spillage during unloading must be immediately washed down by the driver with water available at the unloading area. The delivery date shall be established when the order is phoned in. The delivery truck shall not arrive on site before 7:00 a.m. or after 2:30 p.m. on the agreed upon date.

4. QUALITY

The Halifax Water Department reserves the right to inspect all chemicals to be furnished and to analyze any chemical at its own expense and reserves the right to reject any materials which are found to be of inferior quality, or to reject any materials which are delivered in damaged containers or found to be contaminated at the time of delivery.

5. ALTERNATIVE BIDS and/or DEVIATIONS

Any alternate bids or deviations from the established specifications shall be explained fully in writing, on a separate page, and attached to the bid form.

6. FAILURE TO MEET SPECIFICATIONS

If the bidder to whom the chemical is awarded fails to meet and/or follow the above specifications, the contract shall be immediately considered null and void.

TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, and to make awards as may be determined to be in the best interest of the Halifax Water Department.
2. The seller shall indemnify and save harmless the Halifax Water Department or any persons acting on its behalf from all suits and claims arising from and 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.
3. The successful bidder shall comply with all applicable Federal, State and local laws and regulations.
4. Purchases made by the Halifax Water Department are exempt from Federal and State taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
5. Effective Contract Time Period: July 1, 2020 to June 30, 2021 1 YEAR  
OR  
July 1, 2020 to June 30, 2022 2 YEARS



HALIFAX WATER DEPARTMENT BID FORM

**ONE YEAR PRICE**

**CHEMICAL**

*Liquid Sodium Hypochlorite (15%)*

Bid Price \_\_\_\_\_ dollars

and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per gallon).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 800 gallons.

*Liquid Sodium Hydroxide (25%)*

Bid Price \_\_\_\_\_ dollars

and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per gallon).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 2,000 gallons.

*Potassium Permanganate*

Bid Price \_\_\_\_\_ dollars

and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per pound).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 750 pounds.

*Sodium Bisulfite 38-40%*

Bid Price \_\_\_\_\_ dollars

and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per pound).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 600 pounds.

HALIFAX WATER DEPARTMENT BID FORM

**TWO YEAR PRICE**

**CHEMICAL**

*Liquid Sodium Hypochlorite (15%)*

Bid Price \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per gallon).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 800 gallons.

*Liquid Sodium Hydroxide (25%)*

Bid Price \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per gallon).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 2,000 gallons.

*Potassium Permanganate*

Bid Price \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per pound).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 750 pounds.

*Sodium Bisulfite 38-40%*

Bid Price \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents. (\$ \_\_\_\_\_ per pound).

Delivery Schedule:

Delivery of the above chemical will not be accepted in one shipment. Deliveries shall be made in varying amounts throughout the contract period in shipments of about 600 pounds.

## INSTRUCTIONS TO BIDDERS

### 1. General:

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

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

No bid shall be considered which is not based upon these specifications and other contract documents attached or made part thereto. Further, no bid will be considered which contains any letters or memorandum qualifying the same, or which is not properly executed, or which is not accompanied with proposal security in the form and amount as set forth herein provided. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

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

### 2. Submission of Proposals:

All prospective bidders shall submit sealed proposals in duplicate. The sealed envelope submitted by the prospective bidder shall carry the following information on the face of it: BIDDER'S NAME, ADDRESS, SUBJECT MATTER OF PROPOSAL, ADVERTISED DATE OF BID OPENING, AND THE HOUR DESIGNATED FOR THE BID OPENING AS SHOWN ON THE LEGAL ADVERTISEMENT.

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

### 3. Receipt and Opening of Bids:

Bids will be received and opened by the Water Commissioners as outlined in the Notice to Bidders or by his authorized representative provided. Nevertheless, in the sole discretion of the awarding authority, the opening of bids may be delayed due to conditions beyond the control of the awarding authority. The awarding authority shall notify all bidders of such delay and the time and place of the opening of bids.

4. Signatures:

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

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

5. Acceptance of Bid, Alternate Bid, and Their Effect:

Within thirty (30) days after the opening of the bids, the Town will act upon them. The acceptance of a bid will be given to the successful bidder and an alternate bidder by notice in writing, signed by a duly authorized representative of the Town. No other act of the Town or any official shall constitute the acceptance of a Bid. The acceptance of a bid/alternate bid shall bind the successful bidder/alternate bidder to execute the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract.

If at any time during the period of the contract the successful bidder cannot fulfill an order within fourteen (14) days from the time the order is placed, the Town reserves the right to cancel the order, without recourse, and order the product from the alternate bidder. The alternate bidder will be obligated to provide the chemicals at their bid/contract price, given at the time of the bid openings.

6. Competency of Bidder:

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

7. Obligation of Bidders:

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

8. Time for Executing the Contract:

The bidder whose bid shall be accepted will be required to execute a Contract in the form hereto attached within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute the Contract within the said period of fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid, and the proposal security shall thereupon become forfeited. The provision contained in the said Contract shall be considered a part of the Instructions and Specifications.

9. Time of Payment:

The Town shall make payment within thirty (30) days after the delivery of any purchase made under the terms of this Contract once acceptance and proper invoice of the same is submitted and approved by the Halifax Water Commissioners.

10. Interpretation of contract Documents:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Water Commissioners a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of the bids will not be grounds for withdrawal of proposal. If, after award of the contract, questions arise concerning the interpretation of contract documents, it is understood that the decision of the Purchasing Agent will be final and binding.

11. Non-Discrimination:

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

12. Patents:

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

this contract, or by any reason of the use of patented material, design machinery, device, equipment or process furnished by the Contractor and accepted by the Town.

13. Inspection and Responsibility:

The Town shall have the right to inspect, by its authorized representatives, any material as herein specified.

The Town does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

14. Subletting of Contract:

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

15. Increase of Prices:

Should it become proper or necessary, however, in the execution of this contract for any change in design, or to make alterations, which will increase the expense, the amount, if any, by which the contract price shall be increased in consequence of such change in design or alterations shall be determined by the Water Commissioners.

No payment shall be made to the Contractor for any extra material, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by the Water Commissioners.

16. Delivery by Truck:

Deliveries shall be made to the Richmond Park Water Filtration Plant and the YMCA Water Treatment Facility. The day of delivery shall be established when the order is phoned in. The delivery shall not arrive before 7:00 a.m. or after 2:30 p.m. on the agreed upon delivery day.

17. Verification of Weight:

The quantity of material delivered by truck shall be ascertained from a certified weight ticket. In the case of delivery by rail, weight will be ascertained from the bill of lading from the originating line, but the Town reserves the right to reweigh at the nearest available scale.

18. Demurrage:

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

19. Respotting:

The Town will pay railroad charges due to the respotting of cars when such respotting is ordered by the Town.

20. Escalation:

If during the term of the contract, the Contractor's price to others is below stipulated prices of this contract, the Contractor shall notify the Town promptly of all such changes and the Contractor shall give the Town the benefit of such reduction in prices on all material or specification applying against this contract, shipped on or after the date of such price reduction.

21. Cash Billing Discount:

Cash billing or percentage discounts for payment of invoices in thirty days or more, or at any time after the fifteenth of the following month will be considered in evaluating bids. Shorter discount periods will not be considered in evaluating bids.

22. Deliveries:

All materials shipped to the Town of Halifax must be shipped F.O.B. Halifax, Massachusetts.

23. Trade Names:

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

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

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

24. Permits:

The contractor shall take out at his own expense all permits and licenses necessary to carry out the work described in this contract.

25. Responsibility:

The Contractor shall be responsible for all materials or finished work furnished under this contract up to the time of final acceptance by the Town.

26. Quantities:

If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased, as the needs of the Town shall require.

27. Firm Price:

Firm price bids shall be given first consideration. Firm price shall mean a guarantee against price increases during the period of the contract.

28. Country of Origin:

Preference shall be given to products manufactured in the United States of America.



ACCEPTANCE

The undersigned hereby accepts the foregoing bid items as identified in the proposal.

**Effective Contract Time Period: July 1, 2020 to June 30, 2021.**

ONE YEAR

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

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

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

( SEAL )

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

Owner: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board of Water Commissioners

Approved as to availability of fund:

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

Town Accountant: \_\_\_\_\_

ACCEPTANCE

The undersigned hereby accepts the foregoing bid items as identified in the proposal.

**Effective Contract Time Period: July 1, 2020 to June 30, 2022.**

**TWO YEAR**

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

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

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

( SEAL )

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

Owner: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board of Water Commissioners

Approved as to availability of fund:

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

Town Accountant: \_\_\_\_\_