

**SEALED BID INVITATION
NOTICE TO BIDDERS
TERMS and CONDITIONS
For
CHEMICAL**

All bids are subject to the terms, conditions and specifications herein set forth by the Upper Blackstone Water Pollution Abatement District.

THIS BID (INCLUDING ALL PAGES AND ANY ADDENDA ISSUED) MUST BE SUBMITTED IN A SEALED ENVELOPE BY:

DATE: **May 5, 2017** TIME: **2:00 P.M.** (LOCAL TIME).

TO: **UPPER BLACKSTONE WATER POLLUTION ABATEMENT DISTRICT
50 ROUTE 20
MILLBURY, MASSACHUSETTS 01527-2199**

MARK SEALED ENVELOPE: "Sealed Bid for Contract Number UB 2017-C02"

The name and address of the Bidder must appear in the upper left-hand corner of the envelope.

The Upper Blackstone Water Pollution Abatement District is not responsible for bids not properly marked.

IN ORDER TO BE VALID, EVERY PAGE OF THIS BID DOCUMENT, INCLUDING ADDENDA, MUST BE RETURNED WITH THE BID.

GENERAL:

1. All bids received will be publicly opened and read in the Board Room, Administration Building, Upper Blackstone Water Pollution Abatement District, 50 Route 20, Millbury, Massachusetts 01527-2199, on the date and time specified above. **NO BID WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined words when used in this bid form:
 - a. The word "District" or "Owner" means the Upper Blackstone Water Pollution Abatement District, 50 Route 20, Millbury, Massachusetts 01527-2199.
 - b. The word "Bidder" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" or "Supplier" means the person, firm or corporation to whom this bid is awarded.
 - d. The words "Firm Price" shall mean a guarantee against price increase during the life of the contract awarded based on this bid.
 - e. The words "fiscal year" shall mean the period between July 1 of any year, and June 30 of the following year.
 - f. The word "Chemical", or "chemical" shall mean Ultra Low Sulfur Diesel Fuel.
3. This bid covers the testing, furnishing and delivery of the Chemical per the Bid Invitation, Terms and Conditions, and Material Specifications of the Upper Blackstone Water Pollution Abatement District contained herein for the period(s):
 - a. July 1, 2017 through June 30, 2018 (one year period)

4. The bid shall be accompanied by a bid security of \$1,000 in the form of a bond, certified check, cashier's check or treasurer's check issued by a responsible bank or trust company payable to the owner. The bid securities will be returned on the execution of the contract and receipt by the owner of required bonds and insurance by the successful Bidder or, if no award is made, within sixty (60) days after opening of bids.
5. A performance bond of a surety qualified to do business under the laws of the Commonwealth of Massachusetts in the amount of \$10,000 will be required of the Bidder to whom the contract is awarded.
6. Any inquiries by prospective Bidders as to the interpretations of existing specifications or terms and conditions will not be answered verbally, but to be given consideration must be submitted in writing to the Engineer Director of the District not later than five (5) days (Saturdays, Sundays, and Holidays excluded) before the advertised date for the opening of the bids. All answers to such inquiries will be in the form of Addenda and will be furnished to all Bidders.
7. The Contractor will be required to indemnify and save harmless the District, for all damages to life and property that may occur due to its negligence or that of its employees, subcontractors, or agents, during this contract.
8. The Contractor will be required to provide a Certificate of Liability of Insurance to the District showing that it meets the minimum requirements of the Commonwealth of Massachusetts, or the following minimum limits, whichever is higher:

General Liability:

General Aggregate	\$ 4,000,000
Products-Completed/Operations Aggregate	\$ 4,000,000
Personal and Advertising Injury	\$ 2,000,000
Each Occurrence	\$ 2,000,000
Damage to Rented Premises	\$ 300,000
Fire Damage (any one fire)	\$ 500,000
Medical Expense (any one person)	\$ 25,000
Contractor's Pollution (each condition)	\$ 2,000,000
Third Party Premise Pollution (each condition)	\$ 2,000,000

Automobile Liability:

Bodily Injury (per person)	\$ 20,000
Bodily Injury (per accident)	\$ 40,000
Optional Bodily Injury (combined)	\$ 1,000,000
Medical Payments	\$ 5,000
Uninsured Motorist (per person)	\$ 1,000,000
Uninsured Motorist (per accident)	\$ 1,000,000
Underinsured Motorist (per person)	\$ 1,000,000
Underinsured Motorist (per accident)	\$ 1,000,000
Non-owned and Hired Auto Liability	\$ 1,000,000

Workers' Compensation and Employers' Liability (EL):

Bodily injury by Accident (each accident)	\$ 1,000,000
Bodily Injury by Disease (each employee)	\$ 1,000,000
Bodily Injury by Disease (policy limit)	\$ 1,000,000

An umbrella can be in effect to get to limits required under the General Liability.

9. The Upper Blackstone Water Abatement District is named an Additional Insured.
10. If, in the judgment of the District, any property is needlessly damaged and/or defaced by an act or omission of the Contractor or his employees or agents, the amount of such damages shall be determined by the Engineer Director of the District. The damage shall be repaired by the Contractor in a manner satisfactory to the District, or the cost of the repair shall be deducted from any money due the Contractor, or may be recovered from said Contractor in actions at law.

11. Bids that are incomplete, not properly endorsed, or signed; or otherwise contrary to these instructions will be rejected as informal by the District. Conditional bids will not be accepted.
12. The District reserves the right to reject any and all proposals and to waive any informality in bidding, as permitted in Massachusetts General Laws, and to make an award or awards as may be in the public interest.
13. Attention is called to the provisions of Chapter 14, Acts of 1966 (imposing a temporary sales tax), Section 1, Subsection 6 (d) and (k) exempting the District from the operation of such chapter.
 - a. The Massachusetts sales tax exemption number assigned to the District as an exempt purchaser is 046-242-385.
 - b. The U.S. Government tax exemption number assigned to the District as an exempt purchaser is 04-6242385.
14. All prices are to be based on delivery to and off loading at the Upper Blackstone Water Pollution Abatement District, 50 Route 20, Millbury, Massachusetts.
15. Awards will be made to the Bidder capable of completing expeditious deliveries, and quoting the lowest net price. The right is reserved to make awards on this proposal by item; or to the lowest total Bidder; or to accept all or part of any proposal or prices quoted; unless otherwise indicated by the District.

GUARANTEE

1. The Bidder to whom a contract is awarded guarantees to the District all equipment, materials, and workmanship for a period of one (1) year after delivery and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the District.

CANCELLATION OF CONTRACT

1. The District may cancel the contract upon thirty (30) days notice in writing, should the service or material provided prove unsatisfactory for the purpose intended for any reason.

DELIVERIES AND COMPLETION

1. Deliveries shall be scheduled and completed as stipulated in the MATERIAL SPECIFICATIONS.
2. The Contractor shall familiarize himself with the location and facilities for storage.
3. The Contractor shall be responsible for safe and efficient delivery and off loading of all material ordered. The Contractor will follow proper spill prevention and contamination control procedures of the material being delivered, and will be responsible for properly cleaning up any spilled materials emanating from his delivery vehicle or any appurtenance utilized to connect his delivery vehicle to District receiving facilities.
4. The District reserves the right to weigh in and weigh out all delivery trucks.

SAMPLING AND ANALYSIS

1. Each Bidder must state the commercial name of the product quoted, name and address of operator or agent from whom the product will be purchased and in addition shall furnish a certificate of analysis of the product, date of analysis, by whom and their address.
2. Samples of the product may be taken for a representative of the District, either prior to delivery or while it is being delivered at the request of the District representative. Bidder agrees to furnish the necessary manual labor required to assemble the physical samples without additional cost.

3. If any product is found that does not meet the analysis submitted by the Bidder in his proposal, the Engineer Director may at his option exercise his right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the Contractor and replace it forthwith with a product satisfactory to the Engineer Director, or to retain the product and compensate the Contractor in an amount determined by the Engineer Director.

INVOICES

1. Invoices for material delivered to the District shall not be submitted until delivery of the material has been accepted.
2. Invoices will be clearly marked to show:
 - (1) Contract Number
 - (2) Vendor's remittance address
 - (3) Delivery date
 - (4) Material delivered
 - (5) Volume and weight of material delivered
 - (6) Unit price for material
 - (7) Total cost for delivery

MATERIAL SPECIFICATIONS

SPECIFICATIONS:

The specific gravity shall not be lower than 35 A.P.I. (at 60° F). The flash point shall not be lower than 150° F (Pensky-Martens closed cup test) and the maximum not higher than 190° F. The heating value shall not be less than 138,000 British Thermal Units per gallon (at 60° F). The maximum sulfur content shall not exceed 0.05% by weight. The viscosity shall not be less than 3.8 seconds at 100° F. The water and sediment content shall not exceed 0.5% maximum, pour point 0° F.

THE SULFUR CONTENT OF FUEL AND CONTROL THEREOF MUST CONFORM TO REGULATIONS OF THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF AIR QUALITY CONTROL, FOR THE CENTRAL MASSACHUSETTS AIR POLLUTION CONTROL DISTRICT. THE DISTRICT AIR PERMIT DICTATES A MAXIMUM OF SULFUR CONTENT OF 0.05% BY WEIGHT.

The Supplier shall obtain and provide to the District a shipping receipt for each shipment of oil delivered to demonstrate compliance with 310 CMR 7.05. The shipping receipt must certify that the shipment complies with the American Society for Testing and Materials (ASTM) specifications for ultra low sulfur diesel fuel. Testing of the ultra low sulfur diesel fuel may be required if shipping receipt does not clearly demonstrate compliance in accordance with 310 CMR 7.00: Appendix C (9) (b) 2.

BID:

The Bidders bid should be based on the simple average of the low and high Oil Price Daily (OPD) price for ULS diesel dyed as published by the Oil Price Information Service (OPIS), for either Boston or Providence, depending on where obtained, on the date indicated on the Form for Bid.

PAYMENTS:

Payments shall be made for the actual quantity of ultra low sulfur diesel fuel delivered, based on the published Oil Price Daily price for either Boston or Providence, depending on where obtained, on the day of delivery, plus the freight and margin prices quoted in the Form for Bid. The Freight and Margin prices shall remain the same throughout the term of the contract.

QUANTITY:

The quantity of ultra low sulfur diesel fuel for the twelve (12) months of the contract period commencing July 1, 2017 is estimated at 50,000 gallons. Deliveries shall be made in bulk loads of 9,000 gallons ±. The District reserves the right to increase or decrease the quantity of low sulfur diesel fuel listed above, as it deems necessary.

SPECIAL DELIVERY CONDITIONS:

The contractor shall submit with each load of fuel delivered the stamped delivery slip made out in duplicate stating the date and net amount of each load, and shall be countersigned by a designated employee of the District who receives the fuel oil at the place of delivery. One delivery slip is to be returned to the contractor, through the driver of the conveyance, and the other retained by the District.

All deliveries shall be to the District's Treatment Plant between the hours of 8:30 AM and 2:30 PM, local time, only on the date requested by the District. Delivery shall be made at the Treatment Plant within two (2) days after telephone or written notice by the District. Prompt deliveries within the hours stated are a public health and security issue. The District will take a five percent (5%) discount from the invoice amount of any deliveries that are not made on the date and within the hours herein specified.

SAFETY TRAINING:

Safety training will be provided to District personnel by a representative of the company that is awarded the contract. Training will be conducted at the District once each year that the contract is in effect. Two classroom training sessions will be conducted, one in the morning and one in the afternoon, in order to accommodate all shifts. Safety training will be coordinated with the District Safety Officer.

MATERIAL SAFETY DATA SHEET (MSDS):

The bid shall be accompanied by a current MSDS for the material specified. An MSDS shall also be supplied at any time over the period of the bid upon request by the District or any time a revision is available.

FORM FOR BID

PRICES QUOTED ARE FINAL

Bidder Name: _____

Product: Ultra Low Sulfur Diesel Fuel _____

CHOOSE EITHER PROVIDENCE or BOSTON (1)

PRICE PER GALLON

F.O.B. Boston Harbor, or \$ _____

F.O. B. Providence RI Harbor \$ _____

Plus Freight \$ _____

Plus Margin \$ _____

Net delivered price per gallon: \$ _____

(1) **Based on the Oil Price Daily (OPD) simple average price of ULS diesel dyed, on April 21, 2017.**
Price subject to verification from OPIS listing. Contract period for one (1) year, July 1, 2017 through June 30, 2018.

_____ % discount for payment of invoice within _____ days of receipt of payment

AUTHORIZED SIGNATURE

Signature

Corporate name

Printed name

Business address

Title

Date

→→ _____ Certificate of Analysis included with bid

→→ _____ MSDS included with bid

Acknowledge receipt of Addenda/Addendum No. _____

Initial: _____

RESERVED FOR DISTRICT USE ONLY

Bid Award Date _____

Karla H. Sangrey
Engineer Director/Treasurer
UBWPAD

PROPOSAL

1. The undersigned as Bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation; that no employee of the District is directly or indirectly interested in this bid; and agrees that if this proposal is accepted he will contract with the District in accordance with this Bid Invitation.
2. If Bidder is a foreign corporation, it agrees that if this proposal is accepted, it will comply with the provisions of the Massachusetts General Law, Chapter 181, Sections 3 and 5, and act in amendment thereof and in addition, before the time for execution of the contract, as hereinafter provided, occurs.
3. Indicate type of business (place a check next to the type that best applies):
Corporation
Firm
Proprietorship
4. Provide the following information on key company members of Bidder; if a Corporation, provide information for President, Treasurer, and Manager; if a Firm, provide information for the individual members; if a Proprietorship, provide information for owner; if a Partnership, provide information for all partners:

<u>NAME</u>	<u>TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>TELEPHONE #</u>

5. Provide the following as it applies:

Full Legal Name _____

State of Incorporation _____

Principal Place of Business _____

Qualified in Massachusetts YES _____ NO _____

Place of Business in Massachusetts _____

Distance (miles) from material's point of distribution to District facilities _____

Estimated time (hours) on normal week day from placement of order to delivery _____

6. If a bid bond is chosen, provide the following information regarding Surety Company:

Full Legal Name of Surety Company _____

State of Incorporation _____

Principal Place of Business _____

Admitted in Massachusetts YES _____ NO _____

Place of Business in Massachusetts _____

7. Employer Identification: Government regulations require the Employer Identification (E.I.) number be provided on all bid proposals amounting to \$1,000.00 or more. This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN", U.S. Treasury Department Form 941.

E.I. NUMBER OF BIDDER _____

8. Signature:

AUTHORIZED SIGNATURE OF BIDDER _____

Type or print Name and Title _____

Type or Print Date _____