

**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-C06"

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.

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**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 Magnesium Hydroxide, Mg(OH)<sub>2</sub>.
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.

CONTRACT NUMBER UB 2017-C06 MAGNESIUM HYDROXIDE FINAL.DOCX

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**

Product Name: Magnesium Hydroxide  
 Synonym(s): MagOx  
 Molecular Formula: Mg(OH)<sub>2</sub>  
 Molecular Weight: 58.3

**ALLOWABLE GRADES:**

1. Brine – Precipitated from magnesium rich brine solution and/or dolime.
2. Mined – Hydrated from highly reactive caustic calcined magnesium oxide. Magnesium hydroxide slurry produced or derived from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime/calcium carbonate-enhanced versions of the former are not compliant with this bid and will not be accepted.

SPECIFICATIONS:	Unit	GRADE	
		Brine	Mined
Alkalinity as NaOH	% equivalent	132	137
Solids	% by weight	57-62	58-62
Median Particle size	Microns	3.0	7.0
Dry weight	% dry weight	98.5	93.0
Calcium Oxide (CaO)	% by weight	<4.0	<4.0

**PHYSICAL PROPERTIES:**

Bulk density	lbs/gal	12.4-12.8	12.2-12.8
Specific gravity	s.g.	1.46-1.53	1.46-1.54
Viscosity	cps	100-500	70-600

**QUANTITY:**

Full tank-truck deliveries of the chemical shall be approximately 48,800 to 51,200 pounds gross (29,200 to 30,640 lbs. on a dry basis) representing a maximum volume of approximately 4,000 gallons.

During the term of the contract, the District estimates the use of 25,000 to 45,000 gallons per month. The District reserves the right to increase or decrease the quantity listed above, as it deems necessary.

**QUALITY ASSURANCE:**

A certificate of analysis will be provided for each delivery to verify the concentration of the chemical solution. Payment will be based on the dry weight of the chemical delivered.

A sample may be obtained from each delivery and will be checked by District laboratory personnel, in accordance with established analytical procedures, to verify the concentration of the chemical solution.

The District reserves the right to reject any chemical solution not in compliance with these specifications. Any delivery of the chemical solution found not to be in compliance shall be returned to the supplier at no expense to the District.

**DELIVERY CONDITIONS:**

The District reserves the right to cancel an order, or any release thereof, without obligation, if delivery is not made within the time(s) requested.

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. The quantities stated in the specifications maybe increased or decreased.

The Bidder will be paid for the actual quantity of materials furnished and delivered as designated in the unit price bid. 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.

Bulk chemical deliveries shall be compatible with the existing bulk chemical storage facilities and chemical transfer system. The Bidder shall be responsible for inspecting the unloading connections to insure compatibility with shipping vehicles.

**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.

**PRICE QUOTED:**

Prices quoted in the Bid Form shall be per dry pound, delivered to the District.

The price quoted for each contract term shall not be adjusted throughout the term. Failure to provide the material for the duration of the term at the price quoted shall be considered a nonperformance and a default of the contract.

**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: Magnesium Hydroxide - Mg(OH)<sub>2</sub> \_\_\_\_\_

Grade: Brine \_\_\_\_\_

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

Unit Price for one (1) year, July 1, 2017 through June 30, 2018:

In figures: \_\_\_\_\_ \$/dry pound, delivered

In words: \_\_\_\_\_ \$/dry pound, delivered

\_\_\_\_\_ % 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: \_\_\_\_\_

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**RESERVED FOR DISTRICT USE ONLY**

Bid Award Date \_\_\_\_\_

\_\_\_\_\_  
Karla H. Sangrey  
Engineer-Director/Treasurer  
UBWPAD

**FORM FOR BID**

**PRICES QUOTED ARE FINAL**

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

Product: Magnesium Hydroxide - Mg(OH)<sub>2</sub> \_\_\_\_\_

Grade: Mined \_\_\_\_\_

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

Unit Price for one (1) year, July 1, 2017 through June 30, 2018:

In figures: \_\_\_\_\_ \$/dry pound, delivered

In words: \_\_\_\_\_ \$/dry pound, delivered

\_\_\_\_\_ % 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: \_\_\_\_\_

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**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 \_\_\_\_\_