

**INVITATION FOR BIDS
FOR
WATER TREATMENT PLANT
GRANULAR ACTIVATED CARBON**

The City of Methuen is seeking bids for Granular Activated Carbon (GAC) for the Water Treatment Plant. A copy of the bid package with forms to be used and specifications for bids can be obtained on the City of Methuen's website Methuen.gov/purchasing beginning on Monday, September 22, 2025 @ 8:00AM.

The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked "GAC - Water Treatment Plant", addressed to the Office of the City Clerk, Searles Building, 41 Pleasant Street - Room 112, Methuen, MA 01844, and endorsed with the name, address, and phone number of the bidder. Sealed Bids must be received by the City Clerk no later than Tuesday, October 7, 2025 @ 11:00AM.

No bid will be considered which is not accompanied by a certified or cashier's check or bid bond in the amount of five percent (5%) of the bid price payable to the "City of Methuen". This bid deposit will become the property of the City if the successful bidder fails to execute the contract.

Vendors must have a pre-bid Inspection. Contact Tom Lannan @ the Water Treatment Plant @ 978-983-8854 for appointment between the hours of 8:00 AM to 3:00 PM, Monday through Thursday. Bid will not be considered if the sign off sheet enclosed in this bid packet is not signed by the City Representative and the Bidder

Bids filled out and left with the deposit as above directed, and no other, will, at the above-named hour and place, be publicly opened and read aloud. The City of Methuen reserves the right to reject any and all bids or to waive any informality in the bidding if it is deemed to be in the best interest for the City to do so.

No Bid may be withdrawn within 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The bidding and award of this Contract will be under the provisions of M.G.L., Chapter 30B.

Jessica Kalil
Assistant Purchasing Agent

Eagle Tribune Publish
September 22, 2025

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

FOR

WATER TREATMENT PLANT
GRANULAR ACTIVATED CARBON
For FY26 and FY27

CITY OF METHUEN

DEPARTMENT OF PUBLIC WORKS

41 PLEASANT STREET
METHUEN, MASSACHUSETTS

September 22, 2025

TABLE OF CONTENTS

| | |
|--|--|
| Proposal Invitation | I-3 |
| Notice to Suppliers | NS-1 through NS-4 |
| General Conditions | GC-1 through GC-3 |
| Technical Specifications | TS-1 through TS-6 |
| Bid Price Proposal | P-1 through P-3 |
| Attachments - Mandatory Bid Documents: | Reference Form Certification of Non-Collusion Statement of Good Standing Conflict of Interest – Goods and Services Attestation Tax Compliance Certification Corporate Vote |

NOTICE TO SUPPLIERS

1. Bids

General bids shall be submitted on the prescribed bid form marked "Proposal" attached to these documents and submitted in accordance with the directions included in the Invitation.

No bid will be received unless it is made on a Proposal form furnished by the City. Each bid must be accompanied by a certified or cashier's check or bid bond in the amount of five percent (5%) of the bid price payable to "City of Methuen". This amount will become the property of the City if the Bidder fails to execute the contract.

All bids are to be compared on the basis of the City's estimate of the quantity and specifications of Granular Activated Carbon (GAC).

The City of Methuen reserves the right to reject any or all bids.

2. Addenda and Interpretations

All questions by prospective Bidders as to the interpretation of Notice to Suppliers, form of proposals, form of contract, plans and specifications must be submitted in writing through the following email purchasing@methuen.gov. The City will then issue an addenda and post that to the City's website Methuen.gov/purchasing, for all bidders to view not less than two (2) calendar days before the date of the opening, interpretations of all questions so raised which, in their opinion, require interpretation.

3. Power of Attorney

Attorneys-in-fact who sign contract bonds must file with their bonds a certified copy of the Power of Attorney to sign said bonds.

4. Non-Discrimination in Employment

Contracts for the supply of GAC under this proposal will obligate the Supplier are not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful Bidders must, if requested, submit a list of all Subcontractors who will supply GAC on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive order No. 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification

as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish the same prior to the award of the contract.

Successful Bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

5. Return of Bid Deposits

All bid deposits of General Bidders except those of the three lowest responsible Bidders shall be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the general bids, provided the specifications and plans are returned in good condition. The bid deposit of the lowest responsible Bidder shall be held until the required contract bonds are furnished to the City. The bid deposits of the other lowest responsible Bidders shall be returned upon the execution and delivery of the contract; or if no award is made, upon the expiration of the time prescribed for making an award, provided the specifications and plans are returned in good condition before that time; except that if any Bidder fails to perform his/her agreement to execute a contract as stated in his/her bid, his/her bid deposit shall become the property of the owner as liquidated damages, provided that in case of death, disability, or other unforeseen circumstances affecting the Bidder, his/her bid deposit may be returned to him.

6. Employment to the Unemployed and Underemployed

The Supplier shall give preferential consideration for employment to the unemployed and the under-employed residing in the project area in connection with the project being constructed.

7. Statutory Requirements in General

The Supplier shall keep him/herself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the supply, or the materials used or employed in the supply, or in any way affecting the conduct of the supply, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and of all provisions required by law to be made a part of this contract, all of which provisions are hereby incorporated by reference and a part thereof.

If any discrepancy or inconsistency is discovered in the specifications or contract for the supply in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the City in writing. He shall at all times him/herself observe and comply with, and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the owner and the City and all of its and-their officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by him/herself or his/her employees or subcontractors.

All materials furnished and work done is to comply with all state and federal laws and regulations.

8. Contract Bonds Required

NONE

9. Competence of Bidders

No contract will be awarded except to a responsible Bidder judged capable of performing the type of work contemplated. The low Bidder or the lowest responsible Bidder shall submit-within ten (10) days after the opening of bids for which has submitted a proposal, a statement duly signed and sworn to outlining his/her experience in the supply of GAC.

10. Subletting or Assignment of Contract

The Supplier shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his/her right, title, or interest therein without written consent of the City. In case such consent is given, the Supplier will be permitted to sublet a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty percent (50%) of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontracts may be deducted from the total cost, computing the amount of work require to be performed by the Supplier with his/her own organization. No Subcontractors or transfer of contract shall in any case release the Supplier of his/her liability under the contract and bonds.

The Supplier shall notify the City as soon as practicable after execution of the contract of the name and address of each Subcontractor he intends to employ, the portion of the work which the Subcontractor is to do, and such other information the City may require in order to ascertain whether the Subcontractor is reliable and able to perform the work.

11. Compliance with Massachusetts General Laws

Under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 through 27G inclusive, as amended, the successful Bidder must pay his/her workers the minimum wage rates as established by the Commissioner of Labor and Industries.

12. Execution of Contract

The successful Bidder must within ten (10) days, Saturdays, Sundays, and legal holidays excluded, upon receipt of "Notice of Award" of the contract, furnish the required bonds (Item 8-, page NC-3), Certificates of Insurance (Items A., B. and C., page GC-1), and sign three (3) originals of the contract.

13. Failure to Execute Contract

Should the successful Bidder fail to execute the contract and furnish the bonds and certificates of insurance within the time stipulated, the Awarding Authority may, at his/her option, determine that the Bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void. The bid deposit accompanying the proposal shall be retained and collected by the Awarding Authority as Liquidated damages for the delay and expense caused by the abandonment of the contract.

The rest of this page was left blank intentionally.

GENERAL CONDITIONS

The Supplier will supply the specified chemical at the bid price for the term of this contract. This is a two (2) year contract.

In order to protect the City and its agents from claims, the successful Bidder shall carry Workmen's Compensation and Liability insurance as follows:

- A. Workmen's Compensation and Employer's Liability in accordance with applicable law.
- B. Bodily Injury Liability of adequate amount, at least \$500,000/1,000,000.
- C. Property Damage Liability of adequate amount, at least \$500,000/1,000,000.

EXTRA AND OR REDUCED

- A. Payment: The City shall pay and the Supplier shall receive for everything furnished and done by the Supplier to the satisfaction of the City under an amount or unit price computed on the basis of the weight of chemical delivered.
- B. Use of Premises: The Supplier shall confine his apparatus, the storage of materials and the operations to the limits indicated by law, ordinances, permits or directions of the City or its representative and shall not unreasonably encumber the premises with his materials.

The Supplier shall not load or permit any part of the building to be loaded with a weight that will endanger its safety.

The Supplier shall enforce the City's instructions regarding signs, advertisements, fires and smoking.

Hours for working are from 7:00 A.M. to 4:00 P.M. Contractors will not be allowed to work in or around the building on Saturday, Sunday or holidays unless otherwise permitted by the City.

- C. Cooperation: The Supplier shall properly supervise his/her work and cooperate with the City when delivering corrosion inhibitor so that his procedure will not conflict with the operation of the Water Treatment Plant.

If the City shall order the permanent removal from the premises of any mechanic or Subcontractor unfit in its judgement to be employed on the work, such an order is to be promptly complied with.

D. Materials: All materials are to be of best quality of respective kinds; samples of materials are to be submitted on request to the owner for his approval; all labor and workmanship is to be performed to the City's satisfaction; the Supplier shall promptly replace all such as he may condemn, or which may violate State or Town regulations.

The Supplier is to indicate in his estimate any variation in price due to the use of any alternate material mentioned herein; otherwise, his bid is to be based on use of specific materials called for.

All materials must be delivered on the job in their original containers, not broken, and must be approved-by the City before being used.

E. Defective Materials: Materials not conforming to these specifications or if in the opinion of the City are defective in any way shall be rejected and removed from the work by the Supplier as directed. No rejected material subsequently corrected of defects shall be used without permission of the City. Should the Supplier fail to remove defective material, the City shall have the authority to remove and replace the defective material and the costs of removal and replacement will be deducted from any monies due to the Supplier.

F. Protection & Fire Prevention: During the execution of the work, adequate protection shall be installed by the Supplier to protect all work in place, and any work marred or damaged shall be restored immediately similar in all respects to the work when new. The Supplier shall use every precaution to prevent damage to any parts of the interior or exterior property and equipment of the building and all adjoining properties including lawns, graded areas, etc. If damage occurs during the performance of this work or at any time during the guarantee period, the Supplier shall replace or restore to its original condition at his own expense any and all of the above described property and any other property marred or damaged by him, his contractors, and his agents, servants or employees, or by his failure to take proper precautions for the protection of such property and such work. This provision also includes damage caused by failure to provide proper protection against damage caused by rain, snow or freezing.

The Supplier shall use every precaution to prevent carrying dirt, debris and material through any part of the building, and is to remove any such responsible by him from the building and grounds at once so that the building and grounds will be kept in a neat and orderly condition.

The Supplier shall use all caution against fire when using flammable materials and dispose of all paint rags, etc., promptly after using.

G. **Fire Insurance:** The Supplier shall keep his/her own interest properly insured against loss or damage by fire or any other cause and shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work, and indemnify and save harmless the City and his/her representatives from all claims either for payment by the Supplier, Subcontractor, or others for labor and materials furnished for the work, or relating to injuries to any person, corporation or property received or sustained by or from the Supplier or any Subcontractor or his/her employees in doing the work, or in consequence of improper materials, implements of labor used the-rein, or relating to any act, omission or neglect of the Supplier and his/her employees therein or any Subcontractor.

The rest of this page was left blank intentionally.

TECHNICAL SPECIFICATIONS
FILTER MEDIA

PART 1 GENERAL

1.01 SCOPE OF WORK

- a. Furnish all labor, materials, equipment, supervision, and incidentals required to remove existing and install virgin Granular Activated Carbon (GAC) filter media in a minimum of two filters as specified herein. The contractor shall provide engineering assistance during each change-out/replacement of GAC filter media.
- b. Furnish all labor, materials, supervision, equipment, and incidentals required for the removal and disposal of spent carbon.

1.02 SITE INSPECTION

- a. Each bidder must visit the site and shall inform themselves of all existing conditions. Proof of site visitation is mandatory and must be attached to bid documents.
- b. Failure to comply will be considered non-responsive and bid will be rejected.

1.03 SUBMITTALS

- a. Proper operation of the filters requires very careful selection of relative sizes of the various media. Before purchasing the media, submit to the City for approval two 5-lb samples of each lot of each material to be furnished. The lot number shall be marked on each individual bag and sample, along with the date of sample. After submission of samples it may be found desirable to revise slightly the gradation of the media. Such revisions shall be made only on written approval by the City.
- b. No material shall be shipped to the site of the work until the City in writing approves such material.
- c. Testing and Shop Drawings:
 1. Provide the services of a qualified testing laboratory experienced in testing filter media materials to perform the tests specified.
 2. Testing laboratory shall be approved by the City.
 3. The costs for testing shall be included. The City may perform additional testing, at City's expense and Contractor shall permit and assist sampling as required.
 - a. The following tests are to be reported:
 - 1) Grain Size Distribution Analysis
 - 2) Iodine number
 - 3) Moisture
 - 4) Effective size
 - 5) Uniformity coefficient
 - 6) Abrasion number

- 7) Acid Solubility
- 8) Average Apparent Specific Gravity
- 9) Trace capacity number
- 10) Mesh size
- 11) Hardness (Mohr Scale)
- 12) Gravel Porosity

4. Shop Drawings & Related Documents

- a. Filter Media data sheets indicating material, unit weight, effective size, uniformity coefficient and other pertinent data specified or required to evaluate quality for each lot of material.
- b. Complete installation and placement procedures.
- c. An Affidavit of Compliance in accordance with AWWA B100, NSF No. 61 and AWWA B604 for activated carbon.
- d. Test Results performed by the independent testing laboratory.
- e. Evidence of Manufacturing Experience. (5 years minimum with ten installations in satisfactory operation).
- f. Certification that the manufacturer's Quality Control Program is ISO 9002 certified.

D. Quality Control

1. Pre-Shipment Tests:

- a. Sampling and testing to be performed in accordance with AWWA B100, prior to shipment of materials.
- b. Perform tests on samples obtained directly by the approved testing laboratory in accordance with AWWA B100.
- c. Provide certified copies of all tests performed by laboratory.

2. Receipt Tests:

- a. Sampling and testing to be performed in accordance with AWWA B100, on material delivered to the site.
- b. Perform tests on samples obtained directly by the approved testing laboratory in accordance with AWWA B100.
- c. If the results of the Receipt Tests do not comply with this Section, the materials must be replaced to comply with this Section.

1.04

BIDDER'S QUALIFICATIONS

- a. Bids will only be accepted from manufacturers.
- b. Bidders shall have a minimum of 15 years experience manufacturing and shall submit proof via a Manufacturer's Certificate and/or an Affidavit of Compliance.
- c. The bidder shall certify that it is the owner and operator of a reactivation facility.
- d. Bidder shall furnish evidence of comprehensive general liability insurance in the minimum amount of \$2,000,000.00 to provide protection from any and all claims that may arise from the supplier's supply, shipping, installation, removal and reactivation/disposal of the spent carbon.
- e. Failure to comply will be considered non-responsive and bid will be rejected.

1.05**PRODUCT QUALIFICATION (TECHNICAL SPECIFICATION)**

- a. Virgin GAC shall be Filtrasorb 300M as manufactured by Calgon Carbon Corporation or Approved Equal.
- b. The GAC shall be manufactured in the United States of America.
- c. The GAC shall be manufactured by a producer certified for ISO 9001:2000 quality standards and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted with bid. It is understood that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001:2000 Certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
- d. The GAC shall comply with AWWA B-604-96.
- e. The GAC shall comply with NSF 61.
- f. The GAC shall conform to Food Chemical Codex when tested under the conditions of the test outlined in the Food Chemical Codex, Third Edition.
- g. The GAC must be an agglomerated bituminous coal based product with petroleum and coal based pitch binders sized to a granular form prior to baking and activation, broken pellets will not be accepted.
- h. The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination formed previously by the water treatment plant pretreatment processes.
- i. Data showing successful application of the GAC in municipal water treatment plants including turbidity and organic contamination shall be submitted with bid.
- j. Bidder shall indicate the source of coal, carbon manufacturing location, the agglomeration/thermal process and capacity of the manufacturing facility. The City reserves the right to inspect the GAC manufacturing and thermal processing facility.
- k. Spent GAC shall be tested by the supplier prior to removal to report any conditions in a Adsorbate Profile Document or any future RCRA related conditions. The cost of testing shall be included in the bid.
- l. Bidder shall test each of the six (6) existing filters two (2) times per year for Iodine number, Ash and Apparent Density.
- m. Product shall meet or exceed the following:

| <u>Product Specification</u> | <u>Value</u> | <u>Test Method</u> |
|----------------------------------|--------------|--|
| Iodine Number (mg/g), min. | 900 | TM-4, ASTM D4607 |
| Moisture, weight %, max. | 2 | TM-1, ASTM D2867 |
| Effective size, mm | 0.8 – 1.0 | TM-47, ASTM D2862 |
| Uniformity Coefficient, max. | 2.1 | TM-47, ASTM D2862 |
| Abrasion No., min. | 78 | TM-9 AWWA B604 |
| Trace Capacity Number, mg/cc | 10 | TM-79, TM-85 (converted to TCN) |
| Screen Size (US Sieve), weight % | | |
| * Larger than No. 8, max. | 15.0 | TM-8, ASTM D2862 |
| * Smaller than No. 30, max. | 4.0 | TM-8, ASTM D2862 |
| <u>Typical Property</u> | <u>Value</u> | |
| % Phosphate | 0.10% | No ASTM – City approved bidder standard method |
| Apparent Density, g/cc | 0.56 | TM-7, ASTM D2862 |
| Ash | 8% | TM-5, ASTM D2860 |
| Water Soluble Ash | <1% | AWWA B604 |
| Non-Wettable | <1% | AWWA B604 |

1.05 REFERENCES

- a . Should the bidder not be the current supplier, bidder must provide three (3) references for which bidder have provided services as noted above. All information requested must be filled in. Failure to provide the information requested will be considered non-responsive and the bid rejected. Information provided for each reference shall include:
 - 1. Account:
 - 2. City/State:
 - 3. Contact:
 - 4. Phone number:
 - 5. GAC Supplied (type/product name):
 - 6. Carbon Transfer Service Provided: (yes or no):
 - 7. Laboratory Service Provided: (yes or no):

1.05 CARBON EXCHANGE PROCEDURES

- a. The GAC exchange shall be under the direct supervision of the GAC manufacturer's employee, having a minimum of 5 years experience in performing carbon exchanges. Supervision by a third party or agent is not allowed.
- b. Bidder shall submit resumes of supervisors capable of performing carbon exchanges, indicating qualifications, years experience and location.
- c. GAC shall be transported, delivered and placed in a careful manner to exclude all dust, dirt or deleterious material and to prevent physical damage to the particles.
- d. After delivery to the site, but before transfer occurs, the City may take random test samples of each media and sieve analysis shall be performed on each sample by a laboratory selected by the City. Additional tests will be performed on the GAC including, but not limited to, iodine, ash, contact pH, and apparent density. Failure of the samples to meet the above specifications shall be cause for rejection and the Contractor shall remove such media from the site and provide media that meets specification. No plus tolerances shall be allowed on any uniformity coefficients.
- e. The preferred method for spent carbon removal is to be completed hydraulically using the eduction method.
- f. Bidder shall submit a detailed description for carbon exchange procedures.
- g. Failure to provide the information requested will be considered non-responsive and the bid rejected.

1.05 FILTER DESIGN DATA

- a. There are six dual media filters.
- b. Filter dimensions are twenty-three (23) feet long by nineteen (19) feet wide by sixteen (16) feet deep.
- c. The area of each filter unit is 437 square feet
- d. GAC depth is sixty (60) inches.

1.06 WATER FOR BACKWASHING

- A. Water for backwashing shall be supplied by City at no cost to the Contractor.
- B. Contractor shall coordinate time and usage with the City so as not to interfere with City's operations.

PRE-BID SITE INSPECTION SIGNOFF SHEET (To be included in bid package.)

I hereby certify that _____ from _____ has visited
(Bidders Inspector Name) (Bidder Company Name)

the Methuen Water Treatment Plant for the fulfillment of this bid and has demonstrated the bidder's ability to provide all the technical aspects associated with this bid.

(Company)

(City Representative)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

B I D P R I C E P R O P O S A L

FOR WORK TITLED IN THE INVITATION AND ITEMIZED HEREIN AFTER.

To: City and its Awarding Authority

The undersigned declares that no person in the employ of said City has an pecuniary interest in this proposal or in the contract for the supply of Granular Activated Carbon (GAC); and that he/she has carefully examined the office copy of the contract and specifications and has informed him/herself fully in regard to the supply of GAC. He/She understands that the City, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by any usage estimates that if any have been given or made, they are to be considered solely as a basis for filling out and comparing several proposals.

The undersigned proposed to furnish and install all labor, material and equipment required for the delivery of GAC described herein for the City and its Awarding Authority in accordance with the accompanying specifications by the City, for the sums specified below, subject to additions and deductions according to the specifications, and in all respects according to the terms thereof.

The undersigned proposes and agrees that within ten days next after the day on which notice of the acceptance of this proposal shall be given to him/her or mailed to him/her at the address hereinafter given he/she will sign three (3) originals of the contract for doing the work described.

It is understood that the quantities given in this proposal are approximate only and are given as a basis for comparison of the proposals. The City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith but reserves the right to increase or decrease the amount of GAC during the carrying out of this contract and the unit prices quoted in this proposal shall apply without change to such variation in the quantity of the GAC.

This proposal may be accepted by the Awarding Authority at any time within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bids.

The undersigned agrees that if he/she is selected as Supplier, he/she will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this general bid.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person.

GRANULAR ACTIVATED CARBON – WATER TREATMENT PLANT

Tuesday, October 7, 2025
@ 11:00 AM

(Fill out prices in ink in writing and in figures; in case of discrepancy between prices in writing and in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

BID PRICE PER POUND – YEAR 1

UNIT PRICE WRITTEN IN WORDS

UNIT PRICE WRITTEN IN FIGURES

BID PRICE PER POUND – YEAR 2

UNIT PRICE WRITTEN IN WORDS

UNIT PRICE WRITTEN IN FIGURES

ACKNOWLEDGEMENT OF APPENDA:

LIST THE PRODUCT NAME AND THE MANUFACTURER TO BE USED:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

EMAIL _____

CONTACT NAME (PRINT) _____

CONTACT PHONE NUMBER _____

TITLE _____

SIGNATURE _____

DATE _____

NOTES _____

List any exceptions to the bid specifications.

List any anticipated lead time for product delivery or any other time-critical items.

**CITY OF METHUEN
REFERENCE FORM**

RFP/IFB TITLE: **GRANULAR ACTIVATED CARBON**

VENDOR: _____

Vendor must provide references for: _____

* Reference: _____ Contact: _____

Address: _____
_____ Phone: _____
Fax: _____

Description and dates of supplies/services provided: _____

* Reference: _____ Contact: _____

Address: _____
_____ Phone: _____
Fax: _____

Description and dates of supplies/services provided: _____

* Reference: _____ Contact: _____

Address: _____
_____ Phone: _____
Fax: _____

Description and dates of supplies/services provided: _____

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Print name

Name of Business

STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, _____
hereby certify that we are not disbarred, suspended or otherwise excluded from
receiving funds or bidding on any project by any State or Federal agency.

Signature

Date

CONFLICT OF INTEREST – GOOD AND SERVICES

The contractor in light of the provision of Chapter 268A of the Massachusetts General Laws, covenants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the purchase of goods required under this bid/proposal. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Signature of individual submitting bid or proposal

Print name

Name of Business

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

A T T E S T A T I O N

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief have filed all state tax returns and paid all state taxes required under law.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if Applicable)

Date: _____

- * Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- ** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____

held on _____ at which _____

all the Directors were present or waived notice, it was voted that _____, _____ of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by _____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

I hereby certify that I am the Clerk of _____, that

_____ is duly elected _____ of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Clerk

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF ,

Notary Public

If a corporation complete above or attach to each signed copy of the bid/ written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

SAMPLE CONTRACT
CITY OF METHUEN, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of February, 2023 by and between the **CITY of METHUEN** a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Pleasant Street, Methuen, Massachusetts, hereinafter referred to as the "CITY", and **ABC Company INC**, a corporation having a usual place of business at **1 Pleasant Street, Methuen, MA 01844**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY invited the submission of a proposal for: **Water Treatment Plant – Granular Activated Carbon one (1) time delivery.**

WHEREAS, the CONTRACTOR submitted Proposals to deliver the **above** required supply to complete the Service; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the bid the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the **supply**, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work/Supply consists of: **Water Treatment Plant Granular Activated Carbon. (See proposal)**
3. **TERM OF CONTRACT.** This Agreement shall be in effect from the date executed above and shall expire two year from the date executed. This agreement shall be subject to appropriation per fiscal year. If no such appropriation is made this agreement shall be terminated.
4. **COMPENSATION.** The CITY shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total proposed **Price: \$???????**
5. **PAYMENT OF COMPENSATION.** The CITY shall make payments within thirty (30) days **after its receipt of Invoice.**
6. **LIABILITY OF THE CITY.** The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.

8. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. **INSURANCE.** A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY. (See bid documents).

B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. **ASSIGNMENT.** The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.
11. **TERMINATION.** A. **Termination for Cause.** If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. **Termination for Convenience.** The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.
13. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
19. **FUNDING.** This agreement shall be subject to appropriation per fiscal year. If no such appropriation is made this agreement shall be terminated.
20. Be advised that this contract will be approved by Mayor and the City Council prior to engagement of service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ABC COMPANY INC.

CITY OF METHUEN, MA

By its: Mayor, David P. Beauregard

Signature

Print Name and Title

Patrick L. Bower- Director of Public Works

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

Approved as to Form:

Margaret A. Duprey C.A.F.O.

Paul T. O'Neill, City Solicitor

Acct:

ATTACHMENT B

SCOPE OF WORK

SAMPLE

CLERK CERTIFICATE

AUTHORIZATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Trustees/Directors of the

_____ held on _____
(Name of Organization) (Date)

which all the Trustees/Directors were present and waived notice, it was VOTED, that

_____ of this organization, is authorized to
(Name)
execute contracts in the name and behalf of said organization, and affix its corporate seal
thereto; and such execution of any contract or obligation in this organization's name on its
behalf by such _____ under the seal of the organization shall be
(Officer)
valid and binding upon this organization.

I hereby certify that I am the clerk of the _____ and
that _____ is the duly elected _____ of
(Type name) (Officer)
said organization, and that the above vote has not been amended or rescinded and remains
in full force and effect as of this date.

Corporate Seal Here:
(if no seal, print "none")

Signature

Type Name

Date Title

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual
or Corporate Name (Mandatory)

**Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if Applicable)

Date: _____

Print name _____

- * Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- ** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, _____
hereby certify that we are not disbarred, suspended or otherwise excluded from
receiving funds or bidding on any project by any State or Federal agency.

Signature

Date

SAMPLE

CERTIFICATE OF NON-COLLUSION

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

Signature of person submitting contract/bid

Print Name

Name of Business

Date

CONFLICT OF INTEREST – GOOD AND SERVICES

The contractor in light of the provision of Chapter 268A of the Massachusetts General Laws, covenants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the purchase of goods required under this bid/proposal. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Signature of individual submitting bid or proposal

Print name

Name of Business

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.