Town of Montague Water Pollution Control Facility

34 Greenfield Rd, Montague, MA 01351

Invitation for Bids Sludge Dewatering Screw Press

Bid Deadline: May 25, 2021 at 4:00 pm

Awarding Authority:

Town of Montague 1 Avenue A Turners Falls, MA 01376

Bid Contact: Chelsey Little

Email: WPCF.SUPT@Montague-ma.gov

<u>ADVERTISEMENT</u>

Advertisement for Bid per M.G.L. Ch.30B, §5

A. Goods and Services Bulletin May 10, 2021
B. Town of Montague Webpage May 10, 2021
C. CommBUYS May 10, 2021
D. Greenfield Recorder May 10, 2021

includes the MA Newspaper Publisher's Assoc website: www.masspublicnotices.org

CRITICAL DATES

A. Online Bid Conference

B. Deadline for written questions May 17, 2021C. Addenda issued, if necessary May 21, 2021

D. Deadline for Submission of Bids May 25, 2021 at 4:00pm

ESTIMATED DATES

A. June 1, 2021 – Expected Date of Notice of Award

B. June 7, 2021 – Expected Date of Contract Execution

C. Equipment Delivery – 120 days from Contract Execution

LEGAL ADVERTISEMENT PER MGL Ch. 30B, §5

INVITATION FOR BIDS: The Town of Montague will accept bids for a Sludge Dewatering Screw Press – Materials Only per MGL Ch. 30B, sec. 5. Sealed bids marked **"Sludge Dewatering Screw Press Bid"** in the lower left hand corner of the envelope will be received by the Town at Montague Town Hall, One Avenue A, Turners Falls, MA 01376, until May 25, 2021 at 4 p.m. Download project specifications and bid instructions from https://www.montague-ma.gov/BIDS. The Town of Montague is the awarding authority and reserves the right to accept or reject any or all bids in total or in part as they may deem in the Town's best interest.

INVITATION FOR BIDS SLUDGE DEWATERING SCREW PRESS IFB-FY21-05

The Town of Montague will accept sealed bids for the supply and delivery of a Sludge Dewatering Screw Press at the Montague Water Pollution Control Facility (WPCF), located at 34 Greenfield Road in Montague MA 01351.

Sealed bids, which must be clearly marked "SLUDGE DEWATERING SCREW PRESS BID" in the lower left hand corner of the envelope, will be received by the Town of Montague, One Avenue A, Turners Falls MA 01376, until MAY 25, 2021 at 4pm, at which time they will be publicly opened and read aloud in the Montague Town Hall Annex Multi-Purpose Room on the basement floor level (rear parking lot entrance). Social distancing and Masks are required – NO EXCEPTIONS.

Please note: For in-person delivery, Town Hall is currently open to the public and for deliveries Monday – Thursday, 10:30 – 12:30 and 3:30 – 5:30. Due to the pandemic, these hours of availability cannot be guaranteed. Drop-off arrangements can be made for in-person delivery by contacting the Selectboard Office at 413-863-3200 x110 or WendyB@montague-ma.gov. If Montague Town Hall is closed for any unforeseeable reason, the bids will be opened the next business day at the same time. An original and one copy of the bid is requested.

Specifications for bids are available for download at https://www.montague-ma.gov/BIDS. Registration is required. Once registered, any addenda or notifications will automatically be sent to the email address of registrants on record. Questions about securing bid specifications can be answered by contacting the WPCF Superintendent at wpcf.supt@montague-ma.gov or at 413-773-8865. The bid is issued pursuant to and subject to MGL Ch. 30B, §5.

Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at http://www.mass.gov/sdo.

The Town of Montague reserves the right to accept or reject any or all bids in total or in part as they may deem in the public's best interest.

By: Steven Ellis, Chief Procurement Officer May 10, 2021

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities

A. Statement of Acceptable Financial Terms

The Town of Montague ("Town" or "Montague") is soliciting bids for the supply and delivery of a Sludge Dewatering Screw Press pursuant to which the Town shall make equal payment amounts to the successful bidder on a quarterly basis over a period of five (5) fiscal years, beginning in FY22 (July 1, 2021 – June 30, 2022), in accordance with the terms of this IFB.

Montague's obligations to the vendor will be subject to future appropriations in FY22 and in each successive year of the payment term. The successful bidder shall grant to Town ownership of the Press, at the option of the Town, upon payment of the purchase price (representing the residual value of the Press) on any quarterly payment date or at the end of the term thereof whereupon the Town shall assume ownership of the Sludge Dewatering Screw Press.

All bidders should be aware that the payment arrangement above is not intended to be a taxexempt lease purchase, installment, or financing lease and all bidders should take that into account when submitting their bid. If not, the bid shall be rejected altogether as the Town has not authorized such financing structure.

B. Sludge Dewatering Screw Press Specifications

Following are minimum specifications that must be met or exceeded relative to the Town of Montague's purchase of a sludge dewatering screw press.

Section 1 - General

The Town is soliciting bids for a Sludge Dewatering Screw Press at its Water Pollution Control (WPCF) facility at 34 Greenfield Rd, Montague, MA 01351. The equipment/materials are to be delivered within 120 days of receipt of order.

This **ENTIRE SECTION** must be returned with your bid indicating whether the Bidder Complies with these specifications, and if Or Equal materials, design, and submittals are proposed, those must be adequately explained in an accompanying document which references the Section and Letter of each section.

1.1 SCREW PRESS SYSTEM PERFORMANCE

Bidder Complies

	Yes	No (If no, supply or equal specs by number)
A. The sludge dewatering system will be capable of dewatering the feed sludge and producing a solids cake with no free water present. The system will be able to start up, operate as required and shut down in the absence of any operators		

1.2 SCREW PRESS SYSTEM DESCRIPTION

		Yes	No (If no, supply or equal specs by number)
A.	The sludge dewatering system shall be a complete prefabricated system consisting of:		
1.	sludge conditioning system consisting of two-stage flocculation tanks with a mixing tanks with gear motor and mixing impeller to allow efficient mixing of polymer in the sludge and a flocculation tank including gear motor and large cross-sectional area agitator		
2.	Two (2) "Dewatering drums" including spray wash down system and gear drives		
3.	Support structure for the Dewatering Drum including filtrate collection pan and outlet plumbing.		
4.	A self-contained electrical and control panel including control for ancillary equipment such as feed pumps and solids conveying.		
В.	Appurtenances:		
1.	One (1) polymer dilution and dosing equipment		
2.	One (1) magnetic flow meter		
C.	Furnish the following spare parts:		
1.	Spray wash system solenoid valve		

	Bidde	r Complies
D. The Unit provided must include at least two (2) separate Dewatering Drums that operate independently such that in the event that one Drum is inoperable for any reason, the unit can still dewater sludge at a minimum of 50% of its full capacity. In the even that a unit only has a single Dewatering Drum, two (2) separate units will need to be provided under this section.		
E. All materials utilized in the construction of the sludge dewatering equipment shall be entirely suitable in every respect for the service required. All metals in contact with polyelectrolyte or sludge, and all other metal components other than those specified below in Table 1 shall be stainless steel, type 304 or 316.		
F. No carbon steel will be used for any part of the press with the exception of the gearmotors.		

1.3 STRUCTURAL COMPONENTS

	Yes	No (If no, supply or equal specs by number)
A. The structural support frame shall be fabricated of type 304 stainless steel members conforming to the latest ASTM Standard Specifications for Structural Steel, Designation A36. It will be a rigid structure, adequately braced to withstand intended loads without excessive vibration or deflection.		
B. The framework shall be of welded and/or bolted construction. All welding shall conform with the American Welding Society Structural Welding Code		
C. The structure shall be designed for installation on a prepared concrete foundation, suitable flat concrete slab, or fabricated platform and secured with anchor bolts.		
D. The construction shall allow easy access and visual inspection of all internal components.		

1.4 CONDITIONS OF SERVICE

Bidder Complies

A. The sludge dewatering equipment shall be designed to adequately condition and dewater the sludge such that a dewatered sludge cake produced that easily discharges from the dewatering unit, without blinding or plugging, and that may be handled by solids conveying equipment	Yes is	No (If no, supply or equal specs by number)
B. Each unit shall be designed to operate in the environment for which i is intended, continuously or intermittently on demand, and shall perform the required dewatering operations without spillage of water or sludge beyond the nominal machine envelope. In addition, the unwill operate with no requirement for operator attention other than periodic inspection and chemical replenishment	r	

1.5 QUALITY ASSURANCE

	Yes	No (If no, supply or equal specs by number)
A. All components of the sludge dewatering equipment shall be engineered for long, continuous, and uninterrupted service with minimal operator intervention. Provisions shall be made for easy		
maintenance, adjustment, or replacement of all parts.		
B. To ensure unity of responsibility, the screw press, supporting frames polymer mixing and feeding blend unit, and control systems shall be furnished and coordinated by a single supplier. The Town shall assun full responsibility for the satisfactory installation and operation of the entire screw press dewatering system package	ne	

Bidder (
C. Prior to shipment, the Dewa	tering Press and control panel shall be		
factory tested at the place of	assembly. Factory test each pre-		
assembled, pre-wired, Dewa	tering Press and its associated control		
panel to be supplied to the jo	ob site. Prior to shipment, verify through		
a one-hour continuous opera	ating test that the Dewatering Press and		
associated equipment opera	te smoothly, noiselessly, vibration free,		
and without overheating of a	any bearing or motor.		
D. The owner/engineer shall, at	their option, be permitted to witness the		
factory quality control test a	t the manufacturer's facility. The		
manufacturer shall give the o	owner/engineer a minimum of one (1)		
weeks' notice prior to testing	5.		
E. The Supplier shall have at lea	st ten (10) full-scale systems utilizing the		
exact technology and exact e	equipment size proposed for this project		
operating successfully for at	least five (5) years in North America at		
municipal wastewater treatn	nent plants that were furnished under the		
manufacturer's own name.			

1.6 WARRANTY Bidder Complies

	Yes	No (If no, supply or equal specs by number)
A. The manufacturer shall warrant, in writing, that all equipment supplied by them shall be free from defects in material and workmanship, for a period of twelve (12) months from the date of startup, not to exceed eighteen (18) months from the date of delivery, unless noted otherwise within the specifications		

Section 2 - Products

2.1 DEWATERING DRUMS

	Yes	No (If no, supply or equal specs by number)
A. Design and manufacture of tanks and spill trays must ensure no leakage or spillage of fluids under normal working conditions.		
B. Mixing and flocculation tanks will be manufactured in type 304 stainless steel and will be a minimum of 14 gauge (0.0747"). Tanks and spill containment trays will be fully welded internally and externally.		
C. Each Mixer will have a drive motor: a. The mixer and flocculation tank drive motors will be a one piece gearmotor. Gearmotors will be hollow shaft design designed to drive the mixing impeller shafts with no additional couplings or joints. Motors will be filled with grease on assembly and sealed for life. Mixer rotational speed shall be obtained through a hypoid reduction gear. Input power to the dewatering drum drive shall be supplied through an A.C. variable frequency drive unit allowing variable mixing energy to be input to the system.		
1. Flash Mixing tank drive motor data:		
a. Maximum Horsepower: 0.3		
b. Power Requirements: 480 VAC, 3-phase, 60 hertz		
c. No load motor speed: 1760 RPM		
d. Gear Reduction: 10:1		
e. Output shaft speed: 180 RPM @ 60Hz		
f. Ingress Protection Rating: IP65		
g. Enclosure: TEFC		
h. Enclosure material: Die Cast Aluminum		
i. Service Factor: 1.15		

	Bidder	Complies
2. Flocculation tank drive motor data:		
(a) Maximum Horsepower: 0.55		
(b) Power Requirements: 480 VAC, 3phase, 60 hertz		
(c) No load motor speed: 1760 RPM		
(d) Gear Reduction: 60:1		
(e) Output shaft speed: 30 RPM @ 60Hz		
(f) Ingress Protection Rating: IP65		
(g) Enclosure: TEFC		
(h) Enclosure material: Die Cast Aluminum		
(i) Service Factor: 1.15		

2.2 CONTROL PANEL Bidder Complies

	Yes	No (If no, supply or equal specs by number)
A. Each Dewatering Press shall have an integrated electrical and control system that will allow for safe, simple and automated operation of the unit. All electrical work, motors and drives will comply with any relevant NEMA standards.		
B. The electrical control system will be able to accept remote start and stop signals, and will have outputs for unit in operation, and unit alarms to an external PC		
C. Control Panel Features:		
Control Panel will be UL listed.		
 Enclosures: Control panel enclosures shall be wall mounted or free- standing, fabricated of type 304 stainless steel and shall be suitable for NEMA 4X service. 		
 The control panel shall accept a 480 volt, 60 hertz, 3 phase ac power input. A main disconnect circuit breaker and operator mechanism shall be included. When the disconnect is in the open position, all power shall be removed from the control system. 		
IEC rated motor starters shall be provided for all non-VFD and DC		

	motors.							
•	•	Variable frequency drives (VFD) shall be provided for the dewatering drum drive and mixing and flocculation tank agitators as well as any feed pumps.						
•	•	Short circuit protection for system components shall be accomplished utilizing fuses. Individual thermal overload protection shall be provided.						
•			e included that will provide 120 volts, ac for the dosing system and control system					
	switching fund	ctions	c Controller (PLC) will control all timing and					
D.	External Enclo	sure Fe	atures					
	1)		ternal door of the panel will have the following es and indicators:					
		a.	Main Isolating Switch (Circuit Breaker)					
		b.	An emergency stop button which shall be a mushroom head style pushbutton that when depressed shall immediately de-energize all moving equipment in the system.					
	2)	Within door:	a widowed enclosure mounted on the panel					
		a.	HMI Touch Screen					
		b.	An H-O-A system switch to switch the system from Auto to off to manual modes					
		c.	Power on Light (white)					
		d.	An Operating Light -for when the unit is actually in operation - (green)					
	3)	In add door:	ition to items located on the main enclosure					
		a.	An Alarm Light - a flashing light located on the top of the panel (red)					
					I			

2.3 PROGRAMABLE LOGIC CONTROLLER (PLC)

	Yes	No (If no, supply or equal specs by number)
A. Each Dewatering Press will be provided with a PLC, installed, wired and programmed to perform the following functions:		
Operational Control		
a. Control of all components of the Sludge Thickener- system including the ability to set times and operating speeds for any feed pump installed, solids conveyor, dewatering drums, mixers, polymer dosing system and wash-down sprays.		
2. System Tuning		
 a. PLC will allow suitably qualified operators to adjust operating parameters such as delay timers for fault alarms and system calibration constants. 		
3. Monitoring Operation		
a. PLC will allow the operator to inspect the operation of all the components including indicators such as output frequency, current draw, thermal condition, elapsed operating times, and any faults present. Operator will be able to view approximated readouts of all operational speeds and flowrates relevant to the operation of the system.		
4. Manual operation of components		
a. Operator will be able to manually operate each item of equipment from the PLC interface for inspection and maintenance reasons.		
5. Time Clocks		
Operator will be able to set the unit to operate at specific time or on specific days with no operators present.		

2.4 ELECTRICAL HARDWARE

	Yes	No (If no, supply or equal specs by number)
A. Power Wiring		
All power and wiring shall be 600 volt, type SIS insulation stranded copper and shall be sized for the required load, 14 AWG minimum.		
B. Control Wiring		
Control wiring shall be 250 volt, type SIS insulation stranded copper and shall be sized for the required load, 18 AWG minimum.		
C. Circuit Breakers		
Circuit breakers for the main disconnect shall be thermal magnetic molded case units. Circuit breakers shall be Square D, Class 650, Type FAL or equivalent.		
D. Motor Starters		
Motor starters shall be full voltage, non-reversing, IEC style across-the-line units. Coils shall be 120 volts ac. Siemens type Sirius 3RT10 or equivalent.		
E. Selector Switches		
All selector switches shall be heavy duty, corrosion resistant units rated for NEMA 4X service. Contact blocks shall be rated for 10 ampere continuous service. Selector switches shall be Idec Series TWTD.		
F. Pilot Lights		
Pilot lights shall be heavy duty, corrosion resistant units rated for NEMA 4X service. Units shall be 120 VAC full voltage incandescent type. Pilot lights shall be Idec Series TWTD or equal		

	Bidde	r Complies
G. Terminal Blocks		
Terminal blocks shall be high density, solderless box lug style, with 600-volt rating. Terminal blocks shall be Allen Bradley type 1492 or equal		
H. Control Relays		
Control relays shall be general purpose type with a 10 amp contact rating, miniature square base and internal on status pilot light. Relays shall be Allen Bradley Type 700-HF Series or equal.		
I. Programmable Logic Controller		
J. Variable Frequency Drives (VFD) shall be UL listed		
Each VFD will include a 2 Port ATV320 Communications card with Modbus/TCP, Ethernet/IP (DLR) capability.		

2.5 FUNCTIONAL SPECIFICATION

	Yes	No (If no, supply or equal specs by number)
The control panel will undertake the following operations:		
A. Auto-Manual operation		
The Sludge Thickener-Dewatering Press system may be set to either Auto/Manual/Off on the control panel via a 3 position switch. This will be the "main switch" for the plant.		
When set to manual, all items may be switched on and off at the control panel by the switches on the HMI unit.		
When set to off, no items will work whether switched on or off either at the control panel or anywhere else.		
When set to Auto, all items of equipment will work as per the following descriptions.		

	Bidde	r Complies
B. Clock Operation	l	
The clock function will be controlled by the PLC in the control panel. Two clock functions will be allowed for in the program. The clock may be set to either "On" or "Auto/timer" via at the PLC. If the clock is set to "On" the plant will run for as long as the main switch is set to "Auto". When the clock is set to "Auto/Timer" the plant will operate in accordance with the clock settings.		
Clock function settings will allow the operator to set the dewatering press and all associated equipment to switch on and off, at pre-designated times on pre-designated days with no operators being present. A minimum of two (2) different "clock programs" will be allowed for in the PLC program.		
C. Sludge Feed to plant		
Sludge is fed to the plant by a pump controlled from the control panel. A VFD will control the speed of the pump. In the event of a pump overload or a VFD fault the plant will shut down and an alarm will occur.		
A flow meter will monitor the sludge flow. The operator will be able to set the flow and the feed pump will operate to maintain that flow via a PID loop. Any variations from the preset flow will cause the system to shut down and an alarm to occur.		
D. Polymer Feed		
Polymer feed to the plant is achieved by the integral polymer preparation system connected to the plant. This system is controlled and powered by the control panel. Outputs from the control panel to the polymer preparation system will include power, start and stop signals, and variable speed control for the polymer feed pump.		
Manual adjustment of the speed control for the polymer dilution mixing chamber will be made from the control panel. The control panel will also monitor the polymer preparation system for faults due to low water pressure, or no polymer flow and shut the system down with an alarm should this occur.		
E. Flocculation Tank Agitation		
Whenever the plant is operating 2 motorized agitators will operate continuously, stirring the contents of the flocculation tank. These are geared		

motors and will be controlled by a VFD in the control panel. The VFD will be adjustable from 5 Hz up to 75 Hz	
A high level sensor will detect any high fluid level in the flocculation tank and will shut the plant down and cause an alarm should this occur.	l
F. Dewatering Drums	
The Dewatering Drums will operate whenever the plant is operating. The motor is controlled by a single VFD. The Range of Adjustment for this will be 15 Hz to 100Hz. When the plant shuts down the dewatering drum will continue to operate for a pre-set time before they shut down. Sprays will periodically switch on while the dewatering drum is operating. The frequency and duration of the spray are adjustable in the PLC.	

Section 3 – EXECUTION

3.1 INSTALLATION Bidder Complies

	Yes	No (If no, supply or equal specs by number)
A. Contactor will undertake installation of equipment in this section as p	er	
the manufacturer's submitted instructions and in accordance with		
these specifications and associated plans.		
B. Manufacturer will provide phone/email consultation as necessary to		
ensure correct installation and resolve any issues that arise during		
installation.		
C. No on-site supervision should be required for installation, however		
should the contractor deem it necessary, onsite services may be		
provided and charged to the Contractor at the manufacturer's standar	rd	

service rates plus travel.		

3.2 START-UP AND COMMISSIONING

		Yes	No (If no, supply or equal specs by number)
	Upon completion of the installation, and at a time that is deemed to be most appropriate by consensus of all parties, the services of the manufacturer's factory trained startup technician shall be provided at the project site for equipment start-up. The following tasks will be undertaken during this time: Installation inspection to insure all equipment is installed properly and		
	is ready to be started up and operated. Functional Startup of equipment, calibration and setting of equipment		
	parameters. Operational startup, optimization and data collection. Operator Training Start-up or commissioning service provided by anyone other than the		
3.	manufacturer, or their authorized representative shall limit or void equipment warranty.		
В.	In the event that the manufacturer's startup technician arrives on site and equipment is not ready for start-up, functional testing, field performance testing, and training services on date contractor stated to manufacturer, the contractor shall pay all additional costs incurred by manufacturer incurred as a result of the equipment not being ready for start-up.		
C.	Contractor shall ensure that start up is not performed until there is a minimum volume of sludge to allow four (4) days of operation at dewatering system design capacity plus sludge production rates sufficient to allow plant operators to operate the press on a regular schedule following start-up and training of plant staff.		

D. In the	event that enough sludge (as per S3.2 E) is not available prior to	
substa	antial completion of the project the following will occur:	
1.	Contractor/owner may at their discretion and cost bring the	
	manufacturer's trained representative to site to undertake	
	inspection and functional start-up to ensure equipment is ready	
	for full start-up and commissioning once sludge is available. OR	
	contractor will return to site as necessary to ensure successful	
	start-up and commissioning at the time it occurs.	
2.	Manufacturer will issue a promissory note to undertake start-	
	up, commissioning and operator training at a future date when	
	enough sludge is present.	
3.	Owner may withhold final payment directly from the	
	manufacturer equivalent to four (4) days at the manufacturer's	
	standard service rates plus travel.	

3.4 OPERATOR TRAINING

	Yes	No (If no, supply or equal specs by number)
A. Upon satisfactory completion of the start-up and calibration, a representative of the manufacturer shall be provided to instruct Owner's personnel in the proper operation and maintenance of the equipment.		
B. Manufacturer will provide training during the four (4) day start-up period.		
C. Training will occur during one (1) training session for all relevant plar staff.	nt	
D. Total time for equipment training session will not exceed one day.		

3.5 ON-SITE SERVICESBidder Complies

	Yes	No (If no, supply or equal specs by number)
E. Manufacturer will allow for one (1) trip of four (4) consecutive days on		
site for installation inspection, start-up, and operator training.		

3.6 DOCUMENTATION Bidder Complies

	Yes	No (If no, supply or equal specs by number)
A. Upon completion of commissioning, the manufacturer will provide the		
owner with four (4) copies of the operation and maintenance manuals		
for the Sludge Dewatering Press.		
B. Upon completion of commissioning, the manufacturer will provide an		
electronic copy on the PLC program to the owner.		

3.7 OTHER SERVICESBidder Complies

	Yes	No (If no, supply or equal specs by number)
A. Additional services, other than those provided for by warranties or as		
specified herein, may be charged to the Owner/Contractor at the		
manufacturer's standard service rates.		

C. GENERAL INSTRUCTIONS TO BIDDERS

- A. All bids must contain the ENTIRE BID SPECIFICATION SECTION (Section B above) checked off with Yes or No for each item and filled out signed BID FORM (in the form appearing herein). All of this information can be found within the contents of the Invitation For Bids (IFB). Minor defects on a bid submittal may be waived by the Chief Procurement Officer as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Chief Procurement Officer.
- B. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.
- C. As the Town is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein <u>are not to include these taxes</u>.
- D. By submitting its bids, a bidder agrees to be held to the terms and the prices on the bid form for 30 days from bid opening.
- E. The Town reserves the right to reject any and all bids, in total or in part.
- F. The successful bidder will be required to enter into a contract with the Town in substantially the form attached hereto as Exhibit A within 30 days of bid opening. If not, the Town may proceed to enter into a contract with the next highest bidder. .
- H. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.
- J. Once bids are opened, the Chief Procurement Officer will forward bid information to the WPCF for the Superintendent's review and evaluation of technical information submitted.
- K. Payment of invoices will be made within 30 days of the date specified in the payment schedule and after receipt of a complete and satisfactory written invoice.
- L. The Town will answer any general questions about bid procedure, etc., but no question regarding the substance of the bid will be answered that in any way could give an unfair advantage to a bidder. All such questions and answers will be published as a written addendum and made available to all bidders. All inquiries concerning this bid should be

directed to:

Chelsey Little, WPCF Superintendent wpcf.supt@montague-ma.gov or at 413-773-8865.

M. All compensation under the awarded contract shall be subject to the appropriation and availability of funds.

N. **REFERENCES:**

Bidders should possess a minimum of five (5) years' experience providing similar products and systems. All bidders are asked to provide Owner with three (3) municipal or sewer district references, including current email and telephone numbers of the entities the bidder has completed similar jobs for in the past five (5) years. The Town reserves the right to check any and all potential references.

Checklist of Required Signed Submittals:

- Specifications List with All Items Checked YES or NO
- List of any corresponding Or Equal Submissions to Specifications list
- o Bid Form
- Legal Certifications
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- References (at least three) and Statement of Qualifications affirming 5+ years successful experience with similar projects.
- Sign Wherever You See
- ONE UNBOUND ORIGINAL AND ONE COPY OF THE BID SHALL BE INCLUDED

PREPARATION OF BIDS

- A. Bid Prices: The bidder shall submit his bid upon forms furnished by the Town and included in this IFB.
- B. The bidder shall specify a an initial payment and quarterly payment schedule for the supply and servicing of the Press, along with a purchase price at each payment date including at the end of the payment term which shall represent the residual value of the equipment as of that date, in the format appearing in the Bid Form. All words and figures shall be in ink. In case of a discrepancy between the prices written in words and those in figures, the written word shall govern. The prices shall, without exception, include all royalties, permits (except building permit as noted) and costs involved in the work and the equipment, and as otherwise specified in the Bid Form.

All bidders should be aware that the payment arrangement above is not intended to be a tax-exempt lease purchase, installment, or financing lease and all bidders should take that into account when submitting their bid. If not, the bid shall be rejected altogether as the Town has not authorized such financing structure.

- C. Signatures: All proposals shall be signed correctly with ink in the proper places provided, as follows: If the proposal is made by an individual, his name and post office address shall be given. If the proposal is made by a firm, partnership or corporation, it shall be signed by a person having such legal authority from the firm, partnership, or corporation and the person so signing the proposal shall give his own name and title (if any) in addition to the name and address of the President, Treasurer, and Manager shall be given. If the proposal is made by a firm or partnership, the names and addresses of the individual members shall be given. If the proposal is made by a Corporation, the name of the State under which the laws of the Corporation are chartered and the names, titles, and business addresses of the President, Treasurer, and Manager shall be given
- D. All bids must include a duly executed Non-Collusion Certificate, Tax Certificate and Corporate Vote (if applicable) in the forms appearing in Exhibit B hereto.

AWARD OF CONTRACT

- A. M.G.L Ch.30B requires that public contracts be awarded to the responsible and responsive bidder offering the lowest price.
- B. For the purposes of this IFB, the term "lowest price" will be the lowest amount based upon the sum of each of the initial payment, equal quarterly payments throughout the five (5) year term, and the purchase price representing the residual value at the end of the term.
- C. Bidders are required to disclose all Federal, State, or local agency citations for the last three years in the Cover Letter accompanying the bid.
- E. If in the judgment of the Town any property is needlessly damaged by an act or omission of the Contractor or his employees, servants, or agents, the amount of such damages shall be determined by the Town's designee and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
- F. It should be further noted that all delivery safety precautions and/or regulations required by the U.S. Department of Labor, Occupational Safety and Health Administration shall be a condition of this project and shall be strictly enforced.

APPLICABLE LAWS

All applicable laws and regulations of the Commonwealth of Massachusetts will apply to any resulting agreement, contract or Purchase Order, and are deemed incorporated into this IFB and the contract by reference.

TAXES

The Town of Montague is exempt from Federal and State Taxes. The Town's Certificate exemption number is 04-6001231

BILLING

Invoices are to be mailed to:

Montague WPCF 34 Greenfield Road Montague, MA 01351

EQUAL EMPLOYMENT AND SMALL AND/OR MINORITY BUSINESS REQUIREMENTS

It is policy of the Town that small and/or minority business enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, handicap, or political belief or affiliation. In addition, bidder agrees by submittal of this bid, that he/she will abide by all applicable terms and provisions of the Government's Non-Discrimination Clause and Small and/or Minority Business Clause, Executive Order No. 11246, as amended by Executive Order No. 11375.

INSURANCE REQUIREMENT

The Vendor shall insure the equipment and services in accordance with the contract.

EFFECTIVE PERIOD OF BIDS

Bids submitted in response to this IFB must be effective for a minimum of 30 days from date of bid opening.

BID FORM

To the Awarding Authority:

	ing Screw Pres	ss in TURNERS FALLS, M	naterials required for TOWN OF MONTA lassachusetts, in accordance with the bio	
This bid includes	s addenda num	nbered	_	
The proposed co	ost schedule is	as follows:		
		atering Screw Press (the		
Value of the Pre	2SS:			
(dollars): \$			_	
(written):				
Initial Payment	Amount:			
5-Year Quarterl	y Payment (in	equal amounts): (dolla (writte	en)	
Purchase Price (the residual va	alue of the Press at each	n Quarterly payment date):	
			;	
6QTR Price: (do	ollars) \$;	

	(written)_		
7QTR Price:	(dollars) \$	5	j
	(written)_		
8QTR Price:	(dollars) \$	5	;
	(written)_		
9QTR Price:	(dollars) \$	5	j
	(written)_		
10QTR Price:	(dollars)	\$	نـ
	(written)_		
11QTR Price:		\$	
	(written)_		
12QTR Price:	(dollars)	\$	نـ
	(written)_		
13QTR Price:		\$	
	(written)_		
14QTR Price:	(dollars)	\$	نـ
	(written)_		
15QTR Price:	(dollars)	\$	_;
	(written)_		
16QTR Price:	(dollars)	\$	_;
	(written)_		
17QTR Price:	(dollars)	\$	_;
	(written)_		
18QTR Price:	(dollars)	\$	_;
	(written)_		
19QTR Price:	(dollars)	\$	نـ
	(written)_		
20QTR Price:		\$	
	(written)_		
End of Term I	Price:	(dollars) \$;
		(written)	

The above price schedule includes all costs associated with the Press and related equipment and all other materials, services, insurance, shipping costs necessary to accomplish the work as specified in this Invitation for Bids, all costs for preparing the bid and warranty.

I/We hereby agree to provide materials and services for which we have provided pricing in accordance with the specifications in this bid.

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

The undersigned certifies under penalties of perjury that this bid 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.

Any "Or Equivalent" submissions are included only with complete material specifications and numbered to meet the Specification List and are subject to approval by the Town.

Authorized Signature M	Printed Name
Company Name *	Date
Postal Address :	
Email Address:	
Phone Number:	

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

________ Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

REFERENCES

Please list AT LEAST THREE sales references for supply of similar equipment/systems. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. You may use your own form if it includes at least all of this information.

1	
Equipment Description/Size	Date Delivered
Name of Contact Person	Location of Equipment
Phone Number	Name of OWNER
2 Equipment Description/Size	
Equipment Description/Size	Date Delivered
Name of Contact Person	Location of Equipment
Phone Number	Name of OWNER
3	
Equipment Description/Size	Date Delivered
Name of Contact Person	Location of Equipment
Phone Number	Name of OWNER
OPTIONAL	
4	
Equipment Description/Size	Date Delivered
Name of Contact Person	Location of Equipment
Phone Number	Name of OWNER

Exhibit A – Form of Contract

TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

2021 by and between the TOWN of

day of

THIS AGREEMENT made this

us	ONTAGUE, a municipal corporation duly organized under the laws of Massachusetts and having a ual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the OWN", and
bu	OWN", and, a corporation having a usual place of siness at, hereinafter referred to as the "CONTRACTOR".
	WITNESSETH:
	HEREAS, the TOWN invited the submission of proposals for the purchase, delivery and service of Sludge Dewatering Screw Press, hereinafter "the Project"; and
WI	HEREAS, the CONTRACTOR submitted a Bid to perform the work required to complete the Project; and
WI	HEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.
NC	DW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:
1.	<u>CONTRACT DOCUMENTS</u> . The Contract Documents consist of this Agreement, the Invitation to Bid, including without limitation the Specifications therein, and the CONTRACTOR's Bid. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
2.	THE WORK. The Work consists of obtaining and servicing the Project, as more fully described in the Contract Documents as defined above.
3.	TERM OF CONTRACT. This Agreement shall be in effect from and shall expire on, unless terminated earlier pursuant to the terms hereof.
4.	COMPENSATION. A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Bid, included herein as Attachment A.
	B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
	C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or

Agreement or any cause of action arising out of the performance of the Agreement.

required by G.L. c. 30B, sec. 12(c)(3).

services provided shall be construed to operate as a waiver of any rights of the TOWN under the

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as

- 5. <u>PAYMENT OF COMPENSATION.</u> The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.
- 6. <u>LIABILITY OF THE TOWN.</u> The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Project, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
- 7. <u>INDEPENDENT CONTRACTOR</u>. 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 TOWN for any purpose.
- 8. <u>INDEMNIFICATION</u>. The CONTRACTOR shall indemnify, defend, and hold the TOWN 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. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability \$1,000,000 per occurrence Property Damage Liability \$500,000 per occurrence (or combined single limit) \$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN 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 TOWN 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. <u>ASSIGNMENT</u>. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN 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 TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN 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 TOWN 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 TOWN 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 TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN 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 TOWN.

- B. <u>Termination for Convenience</u>. The TOWN 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 TOWN, such payment not to exceed the fair value of the services provided hereunder.
- 12. <u>INSPECTION AND REPORTS</u>. The TOWN 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 TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
- 13. <u>ROYALTIES AND PATENTS</u>. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
- 14. <u>SUCCESSOR AND ASSIGNS.</u> This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
- 15. <u>COMPLIANCE WITH LAWS</u>. 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.

- 16. <u>NOTICE</u>. 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.
- 17. <u>SEVERABILITY</u>. 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.
- 18. <u>GOVERNING LAW</u>. 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.
- 19. <u>ENTIRE AGREEMENT</u>. 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.
- 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

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

I certify that an appropriation	TOWN OF MONTAGUE, MA
is available in the amount of this Contract.	By its: Selectboard
Town Accountant	
Approved as to Form:	CONTRACTOR:
Town Counsel	(Signature)
	(Name and Title)

Exhibit B – Legal Certifications

CERTIFICATIONS R	REQUIRED BY LAW	
You must COMPLETE and SIGN the following certification the name of the contractor for whom these certifications are contracted from the contractor for whom these certifications are contracted from the contraction of the co	ations. You must also print, at the bottom of this page, ifications are submitted.	
Pursuant to Chapter 62C of the Massachusetts Gersignatory for the below named contractor, do hereb	mPLIANCE neral Laws, Section 49A(b), I, the undersigned, authorized by certify under the pains and penalties of perjury that said conwealth of Massachusetts relating to taxes, reporting of emitting child support.	
NON-COLLUSION The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and mad without collusion or fraud with any other person. As used in this subsection the word "person" shall mean an natural person, joint venture, partnership, corporation or other business or legal entity.		
COMPLETE AND SIGN BELOW:		
Authorized Person's Signature	Date	
Print Name & Title of Signatory		
Name of Contractor	<u> </u>	