

199 RAYMOND ROAD I P.O. BOX 111 SUDBURY, MASSACHUSETTS 01776 p 978-443-6602, fax: 978-443-9587

SODIUM THIOSULFATE-30% / REQUEST FOR QUOTES RFQ-26SWD07

SCOPE OF WORK

- 1. The Sudbury Water District is requesting quotes for supplying 22,000 gallons of Sodium Thiosulfate-30% Solution from qualified vendors.
- 2. <u>Term of Contract</u>: This Agreement shall be in effect from **July 1, 2025**, and shall expire upon **June 30, 2026**, unless terminated earlier pursuant to the terms hereof.
- 3. <u>Delivery Requirements:</u> The chemicals must be delivered to either or both locations: Raymond Road Water Treatment Plant, 199 Raymond Road, Sudbury, MA, or East Street Water Treatment Plant, 100 East Street, Sudbury, MA, or as determined by the Operations Manager. Sodium Thiosulfate delivery shall be in bulk quantities of four (55-gallon) drums.
- 4. <u>Compensation</u>: The DISTRICT shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Quoted Price.

TARIFFS

If tariffs are implemented and a contract adjustment is needed, the awarded vendor shall provide documentation (e.g., import/export data, supplier invoices, or government tariff schedules) to prove the actual impact. Only verified increases due to new tariffs, not general inflation or other factorswill be considered.

INSURANCE

The Bidder awarded the contract under this procurement must provide proof of insurance in at least the minimum amounts required in the contract, and when requested, shall name the District as an additional insured for the amounts written.

The Bidder awarded the contract shall submit to District Certificates of Insurance for the coverage required, in form and substance satisfactory to the District, and shall deliver to the District new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the District prior to cancellation of change in coverage, scope, or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

INDEMNIFICATION

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the District, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the District may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the District. After prompt notification of a claim by the District, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Bidder under the contract.

FORMS

All forms listed below must be completed including bid submission, certificate of good faith, certificate of tax compliance, and Bidders' qualification and reference form.

RULE FOR AWARD

This contract is procured under M.G.L. Chapter 30B. The contract will be awarded to the responsive and responsible Bidder(s) offering the lowest total price. All prices must remain constant for the duration of the contract.

In determining the lowest price, the District will not factor any early payment discounts that may be offered. In the event that two or more responsive and responsible bidders are tied with the lowest price, the first tie breaker will be the bidder who offers the greater early payment discount, if a tie remains then the Bidder whose bid was received first by the District will be awarded the contract.

The District herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the District, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the District.

The Executive Director is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by District Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

LENGTH OF CONTRACT

This contract is anticipated to be executed April 21, 2025. The District reserves the right to change, delay, cancel, or expedite the contract execution date. The selected Bidder is required to furnish all certificates of insurance required under the contract, in a form acceptable to the Executive Director prior to the execution date. The contract will be for a 12-month period commencing upon July 1, 2025, and expiring on June 30, 2026.

TAXES

Purchases made by the District are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. The District will provide the bidder awarded a contract under this bid a copy of the District's tax exemption certificate, upon request.

INVOICING

All invoices are to be sent to Sudbury Water District, Attn: Vincent J. Roy, P.O. Box 111, Sudbury, MA 01776.

GENERAL NOTICES

Under the Massachusetts General Laws, the District cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus, bidders who choose to submit confidential information do so at their own risk. All quotes or other materials submitted by the contractor in response to this Request for Quotes will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

The bidder shall be expected to comply with all applicable federal and state laws in the performance of services.

SUBMISSION REQUIREMENTS

All Chemical companies quoting on this job should submit pricing for the total tasks identified below along with all forms within this request for quotes. The person awarded the contract may be required to sign the District's Standard Service Agreement.

Questions should be forwarded to Vincent Roy at (978) 443-6602 ext. 103 or emailed to vroy@sudburywater.com.

QUOTES MAY BE EMAILED, FAXED, HAND DELIVERED, OR SENT BY COURIER SERVICE TO:

VINCENT J. ROY, EXECUTIVE DIRECTOR

Email: vroy@sudburywater.com Fax: 978-443-9587

Hand Delivery or Courier Service: 199 Raymond Road, Sudbury, MA 01776

DEADLINE FOR SUBMITTALS: WEDNESDAY, APRIL 16, 2025, AT 1 PM

PRICE QUOTE SHEET

SODIUM THIOSULFATE / RFQ 26SWD07

| Product Description | Unit Price/Gallon | Quantity/Gallons | QUOTE |
|----------------------------|-------------------|------------------|-------|
| Sodium Thiosulfate-30% | | 2,200 | \$ |

| Vendor Name: | |
|-----------------------|-----------------|
| Address: | |
| City/Town | State:Zip Code: |
| Authorized Signature: | Title: |
| Contact Name: | Title: |
| Phone: | Fax: |
| Email Address: | |

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that they will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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 the bid or | proposal |
|---|------------------------------------|
| Name of Business (Print/Type) | (Date) |
| Two Witnesses or Notary | |
| Witness One Signature | Witness Two Signature |
| Witness One Full Name (Print/Type) | Witness Two Full Name (Print/Type) |
| Witness One Primary Address | Witness Two Primary Address |
| (official si | gnature and seal of notary) |
| My commission expires: | |

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certifies under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

| Individual | |
|--|----------|
| Signature | Date |
| Name (please type or print) | |
| Social Security Number | |
| Corporate | |
| Corporate Name (please type or print) | |
| Signature of Corporate Officer | Date |
| Name of Corporate Officer (please type or print) | <u> </u> |

| Title (please type or print) | |
|--------------------------------|--|
| Taxpaver Identification Number | |

• As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

THIS FORM MUST BE FILED WITH BID SUBMISSION

BIDDERS' QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred (*) items. This information will be utilized by the Sudbury Water District for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

| 1. | FIRM NAME: |
|-----|--|
| 2. | WHEN ORGANIZED: |
| 3. | INCORPORATED [] YES [] NO DATE & STATE OF INCORPORATION: |
| *4 | LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION: |
| | |
| | *5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES [] NO IF YES, WHERE AND WHY? |
| | *6. HAVE YOU EVER DEFAULTED ON A CONTRACT? [] YES [] NO YES, PROVIDE DETAILS. |
| : | *7. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING QUOTED. |
| | OJECT NAME: |
| OV | VNER: |
| CI | 1 Y/S1A1E: |
| DI. | TY/STATE: DATE COMPLETED: DATE COMPLETED: DELICALY BID? [] YES [] NO |
| ru | TPE OF WORK?: |
| CC | DNTACT PERSON: TELEPHONE #() |
| | ONTACT PERSON'S RELATION TO PROJECT?: |
| | e. contract manager, purchasing agent, etc.) |

| PROJECT NAME: | OWNER: | | |
|-----------------------------------|-------------------|------------------------|--|
| CITY/STATE: | | | |
| DOLLAR AMOUNT: \$ | | | |
| DATE COMPLETED: | PUBLICLY | Y BID? [] YES [] NO | |
| TYPE OF WORK?: CONTACT PERSON: | | | |
| CONTACT PERSON: | | TELEPHONE # <u>(_)</u> | |
| CONTACT PERSON'S RELAT | ΓΙΟΝ ΤΟ PROJECT?: | : | |
| (i.e. contract manager, purchasin | ig agent, etc.) | | |
| | | | |
| PROJECT NAME: | OWNER: | | |
| CITY/STATE: | | | |
| DOLLAR AMOUNT: \$ | | | |
| DATE COMPLETED: | | | |
| TYPE OF WORK?: | | | |
| TYPE OF WORK?: CONTACT PERSON: | | TELEPHONE #(_) | |
| CONTACT PERSON'S RELAT | ΓΙΟΝ ΤΟ PROJECT?: | | |
| (i.e. contract manager, purchasin | ig agent, etc.) | | |
| | | | |
| | | | |
| Authorized Signature & Title | | | |
| Authorized Signature & Title: _ | | | |
| D' (N 1/T)/1 | | | |
| Print Name and Title: | | | |
| D | | | |
| Date: | | | |

THIS FORM MUST BE FILED WITH BID SUBMISSION