



Event # 4446-0

Name: WATER STORAGE TANKS INSPECTION

Reference: RFM 263111 CHELSEA OPERATION

Description: WARRANTY INSPECTION AND CONDITIONAL ASSESSMENT OF THREE WATER STORAGE TANKS
PER ATTACHED SPECIFICATIONS PLEASE NOTE DUE TO COVID SITE VISITS ARE LIMITED, IF SITE VISIT IS NEEDED PLEASE CONTACT MELINA LIMARDO
ANY QUESTIONS REGARDING THIS PURCHASE ORDER PLEASE CONTACT MELINA.LIMARDO@MWRA.COM

Buyer: Melina T Limardo

Status: Open

Event Type: RFB

Currency: USD

Category: PURCHASING

Sub Category: PURCHASING - ALL

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Preview Date:

Q & A Open Date: 09/30/2020 11:40:00 AM

Open Date: 09/30/2020 11:30:00 AM

Q & A Close Date: 10/05/2020 12:00:00 AM

Close Date: 10/05/2020 01:00:00 PM

Dispute Close Date:

Contacts

Type	Name	Title	Phone Number	Email Address
BUYER	Melina Limardo	Buyer	617-788-2512	melina.limardo@mwra.com

Questions

Question

Terms and Conditions Agreement:

BIDDER AGREEMENT TO TERMS & CONDITIONS

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Question

By submitting this bid, the bidder agrees to comply with all specifications and agrees to all Terms and Conditions, the Standard Contract Provisions, and addenda, if any. Other requirements contained herein are hereby made part of this Request for BID and shall have the same force and effect as though inserted in this space. This bid constitutes a firm offer which may be accepted by the Authority within ninety (90) days from the bid opening date.

It is understood and agreed that the Request for BID, the bidders response and, the purchase order issued pursuant to the Request for BID shall form and comprise the complete agreement between the parties.

Prompt Payment Discount:

PROMPT PAYMENT DISCOUNT

The Massachusetts Water Resources Authority (The Authority) encourages all vendors to take advantage of Prompt Payment Discounts. Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Vendors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Authority's bill paying policies. Payment days will be measured from the date goods are received and accepted, performance was completed OR the date an invoice is received by the Authority, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the Authority. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Vendor.

Will you offer a Prompt Pay discount? If yes, please enter the Prompt Pay discount percentage and date. If no, please also enter 0 as the percentage. (* You do not need to upload an attachment unless you have additional information to offer.)

Tax Status Certification:

BIDDER CERTIFICATION AS TO TAX STATUS RFB

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed All State Tax Returns and paid All State Taxes required by law.

Non Collusion Certification:

BIDDER CERTIFICATION AS TO NON-COLLUSION

Pursuant to Massachusetts General Law Chapter 7, Section 22 (20), I certify under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion of fraud with any other person. As used in this certification, the word "person" means any natural person, joint venture, partnership, corporation, or other business or legal entity.

Child Care Provision:

BIDDER CERTIFICATION AS TO CHILD CARE PROVISION

The undersigned hereby certifies that it is currently in compliance with provisions of Chapter 521 of the acts of 1990, as amended, by Chapter 329 of the acts of 1991, and 102 CMR 12.00 regarding provision for child care.

Bidder must indicate that your company is an exempt or qualified employer.

Definitions:

The undersigned hereby certifies that it is an "exempt employer" and, that as of the date of this bid, it employs fewer than 50 full time (35 hours per week) employees.

The undersigned hereby certifies that it is a "qualified employer" and, that it has 50 or more full time (35 hours per week) employees, and has established a dependent care assistance program ("DCAP"), which may be a cafeteria plan whose benefits include DCAP, or offers it employees child care tuition assistance or on site or near-site subsidized child care placements.

Northern Ireland Statement #1:

STATEMENT OF DOING BUSINESS IN OR WITH NORTHERN IRELAND pursuant to M.G.L. c.7. 22C-F

How many employees does the bidder employ in an office or other facility located in Northern Ireland? (If none, please enter 0 in the text box.)

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Question

Northern Ireland Statement #2

STATEMENT OF DOING BUSINESS IN OR WITH NORTHERN IRELAND pursuant to M.G.L. c.7. 22C-F

If the bidder employs ten or more employees in an office or other facility located in Northern Ireland, does the bidder certify that:

A) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief; and

B) the bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and

C) the bidder confirms that it is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland

(If the bidder does not employ 10 or more employees in an office or a facility located in Northern Ireland, please enter N/A in the text box.)

Addenda Acknowledgement: Do you acknowledge all addenda? If you are acknowledging addenda, please answer Yes and then enter the addenda numbers in text box. If there are no addenda, please enter No and enter 0 in the text box.

Terms and Conditions

Reference Form

Reference Form

Please see attached:

Attachments: Yes

One or more Attachments are available for this event. To see the Attachment(s) you must be logged into the portal and on the Plan Holders' list.

Bidder Instructions

Bidder Instructions

BIDDER INSTRUCTIONS AND INFORMATION

1. Bids must be submitted electronically via the MWRA Supplier Portal no later than the specified Event closing date and time. Bids submitted late will not be accepted. Bid results will be available on the Portal following the Event close date and time.
2. To be considered responsive, the bidder must complete all required information and agree to comply with all specifications Terms and Conditions, the Standard Contract Provisions, and addenda, if any.
3. Whenever a brand name or equal is specified in any Request for BID, it is included solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder may offer a product which is substantially equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitution". The bidder offering a product which they deem equal must submit specifications and other documentation which demonstrates that the substitute product being offered is substantially equal in quality, features, and performance. The Authority will evaluate the product bid and will be the sole judge of the acceptance or rejection of the substitute product.

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4. VENDOR BID SUBMITTAL CHECKLIST.

Include discount for prompt payment, if offered.

Acknowledge receipt of all addenda.

Include Delivery Lead Time from receipt of order.

Enter bid prices where indicated. (Submit specifications/literature of the product being bid if requested)

Complete and/or attach any other mandatory submittals, if so specified in the RFB.

It is understood and agreed that the Request for BID for this bid event, the bidders response and, the purchase order issued pursuant to the Request for BID shall form and comprise the complete agreement between the parties. The person signing this bid certifies that they are authorized to sign and commit the bidder contractually.

STANDARD BID TERMS AND CONDITIONS

1. Unless otherwise agreed, all items shall be delivered FOB Destination. The term FOB destination shall mean delivered and unloaded on-site with all charges for transportation and unloading prepaid by the contractor. Vendor agrees to bear the risk of loss, injury, or destruction of goods and materials ordered which occurs prior to receipt by the Authority. Such loss injury, or destruction shall not release the vendor from any contractual obligations.

2. All prices offered must be a firm price. Bid price submittals with escalator clauses will result in the rejection of the vendors bid unless alternate pricing is otherwise provided for in the solicitation.

3. Award shall be made by the issuance of a Purchase Order to the lowest responsive and responsible bidder. Solicitations that contain multiple line items may be evaluated and awarded by the Authority based on any combination of the lowest price per line item, grouping of line items or, overall lowest price, whichever results in the "best value" to the Authority. Other evaluation criteria may be used if so specified in the Request for Bid.

4. All goods delivered to the Authority must be of the same brand and model specified on the purchase order. Quantities furnished must agree with quantity stated in the Purchase order.

Goods shall be packed in accordance with best commercial practice so as to insure delivery in good condition. Goods received that do not comply with the purchase order and/or are received in damaged condition shall be returned at the expense of the contractor.

5. The contractor shall be responsible for the removal of rubbish and waste materials, if any, resulting from installation or other services provided under the terms of any contract award or purchase order. The contractor shall not dispose of waste materials on Authority property.

6. The bid constitutes a firm offer which can be accepted by the Authority and an award made within ninety (90) days from the bid opening date. The bidder agrees that, notwithstanding any provisions hereof to the contrary, it will not withdraw its bid during that time period.

7. The Authority as a governmental instrumentality is exempt from all Massachusetts State Sales taxes and Federal Excise Taxes. The Massachusetts sales tax exempt number is E-042-850-071. No sales or excise taxes shall be included in the bid price or any invoices submitted to the Authority for goods and /or services.

8. The Authority shall reserve the right to the full extent permitted by law to reject any or all bids wholly or in part, to waive technicalities and minor informalities, to correct minor omissions, clerical errors, and to modify the bid with the consent of the bidder, as may be in the best interest of the Authority.

9. Standard Payment Terms of the Authority is Net 30 days following receipt of an acceptable contractor invoice.

PROMPT PAYMENT DISCOUNT

10. Prompt Payment discounts are encouraged. Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Vendors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days and in accordance with the Authority's bill paying policies. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Authority, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the Authority. The date of payment issue is the date a payment is considered paid not the date a payment is received by a Vendor.

SAMPLING & ANALYSIS (When applicable)

12. Each bidder must state the commercial name of the product quoted, and address of the operator or agent from whom the product will be

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purchased and, in addition, shall furnish an analysis of the product, date of analysis, by whom and address.

13. Samples of the product to be delivered may be taken by a representative of the Authority, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined by the Authority's representative. Bidder agrees to furnish the necessary manual labor, without additional cost required, to assemble the physical samples, which is performed under the direction of an Authority representative.

14. The representative of the Authority taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip for each item represented in his/her sample.

15. Any product after sampling and analysis, not found meeting the requirements of the contract, shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.

16. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the representative of the Authority may, at his/her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Authority's representative, or to retain the product and compensate the contractor in an amount determined by the Authority representative.

BID DEPOSIT (If required)

17. If a bid deposit is required, it must be made payable to the Massachusetts Water Resources Authority in the form of a bid bond, or cash, or a certified check or a treasurer's cashier's check issued by, a responsible bank or trust company. A bid bond shall be (a) with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Authority, and (b) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit shall be in the amount specified in the request for Bids. Bid deposits of the three lowest bidders will be returned upon the issuance of the purchase order. Bid deposits of all other bidders will be returned within 15 days of the bid opening date.

NOTE: The vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

FAILURE TO RESPOND COMPLETELY TO THE REQUIREMENTS SPECIFIED IN THIS RFB MAY RESULT IN YOUR BID PROPOSAL BEING DEEMED NON-RESPONSIVE.

The Massachusetts Water Resources Authority will not be bound by oral discussion regarding this request for bid.

Standard Contract Provisions

STANDARD CONTRACT PROVISIONS

The successful bidder must agree to the following Standard Contract Provisions The Standard Contract Provisions (Part A and Part B) are as follows:

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PART A GENERAL PROVISIONS

1. GENERAL

a. The Request for BID, the bid response and the notification of award (including any purchase order) constitutes the complete agreement between the parties. The terms, conditions, specifications and other requirements contained in this contract cannot be waived, altered or modified except by written agreement of the parties.

b. The agreement shall be interpreted, construed, and enforced in accordance with the laws of and regulations promulgated by the Commonwealth of Massachusetts. Any such laws or regulations promulgated hereafter which conflict with the provision in the agreement shall automatically preempt such provision in the agreement and become a part of the agreement fully binding on the parties hereto.

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- c. The agreement shall be binding upon the parties hereto and their respective successors and assigns.
- d. It is understood that it shall be a material breach of any contract resulting from this bid for the Vendor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
- e. No person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requests for proposals if that person has been convicted of any felony offense involving the distribution of controlled substances as that term defined under Chapter 94C of the General Laws.

2. SUBCONTRACTING

The vendor shall not subcontract or otherwise delegate its obligations under the award to any other party without the prior agreement of the Authority.

3. DELIVERY

Unless otherwise agreed, all items shall be delivered F.O.B. Destination. Vendor agrees to bear the risk of loss, injury, or destruction of goods and materials ordered which occurs prior to receipt by the Authority. Such loss, injury, or destruction shall not release the vendor from any contractual obligations. All items must be delivered within the time period stated on the contract or purchase order. Time is of the essence and failure to deliver on time may be grounds for termination of the contract at the discretion of the Authority. Quantities furnished must agree with the quantity stated in the purchase order.

4. CONDITIONS OF PAYMENT

Any item to be delivered under this contract must be delivered and accepted before any charges can accrue on that item. In case the contract is terminated for default, the Authority may withhold any payments to the vendor for the purpose of set-to until such time as the estimated amount of damages due to the Authority from the vendor is determined.

5. FORCE MAJEURE

a. The vendor shall not be responsible for delays or performance in shipment occasioned by unforeseeable causes beyond the control of, and without the fault or negligence of the vendor. In such circumstances, the vendor must promptly notify the Authority of the cause of the delay and obtain the Authority's concurrence that the delay is justified. Dates or times for performance will be extended to the extent of delays excused by this section.

b. Examples of some of such causes include:

(1) acts of God or of the public enemy, (2) acts of the Commonwealth in either its sovereign or contractual capacity, (3) fires (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight, embargoes, and (9) unusually severe weather.

The above list is not intended to be exclusive but merely illustrative.

6. WARRANTY

The vendor warrants that all items provided will be free of any defects in workmanship or materials and that the items supplied will conform to the specifications and will be fit for ordinary use and wear for the usual life of the item or part thereof. Any manufacturers' warranties shall also accrue to the benefit of the Authority.

7. ANTI-BOYCOTT COVENANT

The vendor warrants, represents and agrees that during the time this agreement is in effect, neither it nor any affiliated company, as hereafter defined participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 or Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, when without limiting such other rights as it may have the Authority shall be entitled to rescind this agreement.

8. FAIR EMPLOYMENT PRACTICES AND VERIFICATION OF COMPLIANCE

During the performance of this contract, the vendor for itself, its assignees and successors in interest (herein after referred to as the "vendor") agrees as follows:

a. Examination of Records

The Governor, the Secretary of Administration and Finance and the State Auditor or their designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the vendor which pertain to the performance of the provisions and requirements of this contract or agreement.

b. Duties of Vendors on Non-Discrimination

The vendor will comply with the provisions of the Governor's Code of fair practices dated January 12, 1966 and Chapter 151B, as amended, of the non-discrimination laws of the Commonwealth which are herein incorporated by reference and made a part of this contract.

c. Non-Discrimination

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The vendor, in performance of all work after award and prior to the completion of the contract work will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of the subcontractors, or in the procurement of materials and rentals of equipment. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement, contract, or understanding, a notice advising the said labor union or workers representative of the vendor's commitments under this selection and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Duties of Subcontractors on Non-Discrimination

In all solicitations either by competitive bidding or negotiation made for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the vendor of the vendor's obligations under this contract, relative to non-discrimination on the grounds of race, religion, national origin, age or sex.

e. Information and Reports

The vendor will provide all information and reports required by the Authority or the Massachusetts Commission Against Discrimination on order or instructions issued by them and will permit access to its books, records, accounts and other sources of information and its facilities as may be determined by the Massachusetts Commission Against Discrimination to be pertinent to ascertain compliance with such orders or instructions. Where the information required is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the Authority or the Massachusetts Commission Against Discrimination as appropriate and shall set forth what efforts it has made to obtain the information.

f. Sanctions for Non-Compliance

In the event of the vendor's non-compliance with the non-discrimination provisions of this contract, the Authority shall impose such contract sanctions as it may determine appropriate, including, but not limited to,

- (a) withholding of payments to the vendor under the contract until the vendor complies and/or,
- (b) cancellation, termination or suspension of the contract, in whole or in part

g. Incorporation of Provisions

The vendor will include the provisions of paragraph 8 in every subcontract, including procurements of materials and rental of equipment. The vendor will take such action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provision including sanctions for non-compliance provided, however, that in the event a vendor becomes involved in, or is threatened with litigation with a subcontractor, or supplier, union, or association as a result of such direction, the vendor may request the Authority to enter into such litigation to protect the interest of the Authority.

The vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9. CONFLICT OF INTEREST

The vendor agrees that it will not engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees

10. INSURANCE

The vendor agrees, during the term of this agreement, to maintain at the vendor's expense all insurance required by law for its employees including disability, workman's compensation and unemployment compensation. . In addition, the vendor may be required to maintain any additional insurance as described in this bid.

11. TERMINATION FOR DEFAULT

a. The Authority may terminate this contract in whole or in part if the vendor fails to:

1. Deliver supplies conforming to the award or contract specifications within the time specified in this contract or purchase order, or within any extension thereof.
2. Perform any of the other provisions of the contract. The Authority's right to terminate under this clause may be exercised if the vendor fails to cure such failure within ten (10) days after receipt of written notice of such failure from the Authority.
3. Provide written assurance satisfactory to the Authority, upon the Authority's request, that it is able to, and intends to, fulfill its award or contract requirements.

b. Notice of termination for default may be oral, telegraphic, electronic or written, and will be effective immediately upon receipt by the vendor or his authorized representative. If notice is oral or telegraphic, the Authority will subsequently confirm the termination in writing.

c. Termination under this contract shall not relieve the vendor of any liability to the Authority under this contract for damages sustained by reason of any breach of this contract by the vendor. The Authority may withhold any payments to the vendor for the purpose of settlement until such time as the exact amount for damages due the Authority from the vendor is determined.

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- d. The Authority shall pay contract price for completed supplies delivered and accepted.
- e. Should the Authority terminate this contract, in whole or in part, it may acquire under the terms and in the manner the Authority considers appropriate, supplies similar to those ordered, and the vendor will be liable to the Authority for any excess costs of those supplies. However, the vendor shall continue any part of contract not terminated.
- f. Any initial failure to perform that is substantially caused by a condition as described in paragraph 5, above, entitled "Force Majeure" will not be grounds for termination under this paragraph.
- g. The rights and remedies of the Authority under this clause are in addition to any other rights and remedies provided by law or under this award of contract.

12. INDEMNITY - FAILURE TO PERFORM

Seller hereby indemnifies the Buyer and agrees to hold the Buyer harmless from and against any and all losses, costs, expenses, claims, obligations and liabilities of every name and nature, including, without limitation, court costs and reasonable attorneys fees, incurred by the Buyer and arising from or in connection with, Sellers failure to perform its contractual duties hereunder.

13. MWRA ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

- a. Whenever practical the MWRA will purchase recycled products in accordance with the Commonwealth of Massachusetts Recycled Products Procurement Program, Massachusetts General Law Chapter 7, Section 4.22 and pursuant to Executive Order #279.
- b. Definitions: Recycled Material means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. Post-Consumer Recycled Material means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. Environmentally Preferable Products means material and by-products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose.
- c. Bidders able to supply products containing recycled materials or environmentally preferable products which meet performance requirements are encouraged to offer them in bids and proposals. To this extent, the Authority reserves the right to award under the following circumstances:
 1. When the bidder submits an offer to supply an environmentally preferable product or recycled material.
 2. When the bidder documents the offer of environmentally preferable products or recycled materials
 3. An environmentally preferred product or recycled material may be considered best value even when the price is greater than that of a non-environmentally preferred product or service by an amount not to exceed ten percent.

PART B - PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE TERMS: This purchase order constitutes the offer of the MASSACHUSETTS WATER RESOURCES AUTHORITY (hereinafter "Buyer") to the vendor identified on the face hereof (hereinafter "Seller") and shall become a binding contract on the terms and conditions set forth herein when accepted by the Seller. Buyer reserves the right to revoke the order at any time prior to acceptance by Seller. Revocation of an order may be made orally by Buyer, but Buyer, shall confirm said revocation in writing within ten (10) days after oral notification. This offer shall be accepted by the Seller's receipt of the Buyer's purchase order issued based upon the Seller's written acceptance of the Buyer's formal Request for Bid criteria, and terms and conditions. This offer also may be accepted by Seller's complete or partial shipment of goods conforming to the description contained herein, or by Seller's unconditional acknowledgment of this order. Acceptance of this offer must be made on its exact terms. Buyer hereby notifies Seller of its objection to any terms and conditions stated by Seller, whether or not material that are in conflict with, inconsistent with, or in addition to those contained herein. Any acceptance contained herein or which may be implied from Buyer's conduct is expressly made conditional upon Seller's assent to the terms and conditions contained herein. These terms and conditions constitute the final, complete and exclusive statement of the agreement between Seller and Buyer.

2. CHANGES AND MODIFICATIONS: No change in modification or revision of this order or these terms and conditions shall be valid unless assented to in writing and signed by the Buyer. Buyer shall have the right to make, from time to time and without notice to any sureties or agencies, changes as to quantities, packing, testing, destinations, specifications, designs and delivery schedules. Seller shall immediately notify the Buyer of any increase or decrease in cost caused by such changes, and an equitable adjustment of prices or other terms thereof shall be made by the parties.

Buyer may modify or cancel this order without further obligation to Seller in the event of circumstances or events beyond its control, including without limitation labor difficulties, government action, destruction or loss of premises, or acts of God.

3. DELIVERIES: Buyer's schedules are based upon delivery of the goods and/or services ordered by Buyer by the date specified on the face of this order, and compliance with this delivery schedule is a condition of this offer. Time is therefore of the essence of this order. Seller shall not, without Buyer's consent, manufacture in advance of reasonable flow time or deliver in advance of schedule, unless otherwise requested by Buyer upon

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reasonable written notice.

4. PRICE: Buyer shall not be billed at prices higher than stated in this purchase order unless authorized by a written instrument issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order is the lowest price charged by the Seller to Buyers of a class similar to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any general price reduction made in the goods or services covered by this order subsequent to the placement hereof will be applicable hereto. Seller agrees to refund to Buyer an amount equal to the price charged for any returned supplies, reels, barrels, drums, or other type of containers upon their return by Buyer.

5. QUANTITIES: Shipments must be in the quantities contained in the purchase order. Buyer shall have no obligation with respect to quantities shipped in excess of the firm delivery schedule of this purchase order.

6. WARRANTIES: QUALITY AND COMPLIANCE WITH LAWS:

Seller warrants that all goods and services shall be:

a) free from defects of materials or workmanship and shall conform strictly to any specifications, drawings, or samples specified or furnished.
b) free of any security interest, lien or encumbrance and that Seller's title is good and that Seller's transfer is rightful.
c) or have been manufactured and sold in compliance with all relevant federal, state and local laws, rules, executive orders and regulations. When requested, Seller shall furnish Buyer or appropriate authorities with certificates of compliance with any applicable laws or regulations for all goods covered by this order.

d) suitable for a particular purpose, if Buyer has entered into this purchase order based on Seller's promise, affirmation of fact, description of goods, furnishing of a sample or model, or representation that the goods are suitable for the particular purposes of the Buyer.

This warranty shall survive Buyer's inspection, acceptance and payment.

7. INSPECTION, ACCEPTANCE OR REJECTION OF GOODS: All goods shipped pursuant to this order shall be received subject to Buyer's inspection on Buyer's premises, within a reasonable time after delivery and Buyer's normal warehousing period. Any payment of invoice shall not constitute acceptance of goods covered by this order and shall be without prejudice to any and all claims of Buyer against Seller. Buyer may reject as nonconforming all goods not in accordance with this order, including but not limited to failure to comply with items 3 through 6 of these Terms and Conditions. Goods, products and supplies ordered hereunder shall be subject to inspection by Buyer or government inspectors upon the premises of Seller. Any acceptance of goods or services received pursuant to this order expressly made or implied from Buyer's conduct is conditioned upon Seller's cure of any nonconformity, whether or not such nonconformity substantially impairs the value of such goods or services.

8. BUYER'S REMEDIES ON SELLER'S DEFAULT: If Seller shall default in the performance of any of the terms hereof, or breach any of its obligations hereunder, or if Seller becomes insolvent or makes an assignment for the benefit of creditors or a petition in bankruptcy is filed by or against it, or a trustee or receiver is appointed over any of its property, then Buyer may cancel this order in whole or in part by written, electronic or telegraphic notice and Buyer shall have no obligation to Seller whatsoever by reason of such cancellation and shall, in the case of Seller's breach, have all remedies provided herein and all other remedies provided by law.

9. WAIVER: No waiver of a breach of any provision of this order, or failure or delay of Buyer to exercise any right hereunder shall constitute a waiver of any other breach, or establish a course of conduct that will operate as a waiver of such right or provision.

10. INDEMNIFICATION, ETC.: Seller shall defend, indemnify and hold Buyer harmless from all loss, damage and expense sustained by Buyer and from all claims, liability and expense suffered by it by reason of any property damage, infringement of rights, personal injury or other claim or action brought by any other person, firm or corporation, that results from use of any of the goods, products or services referred to in this order, provided that Seller shall have no such responsibility with respect to liability resulting solely from Buyer's gross negligence.

Seller shall be liable for the loss of or damage to Buyer's property while such property is in the possession of Seller. Seller shall maintain in serviceable condition, preserve and account for all failure to furnish timely written notice to it of loss of or damage to Buyer furnished property suffered in transit or prior to receipt at Seller's plant.

11. PAYMENT: Payment terms shall be determined from date of Buyer's receipt of goods or receipt of invoice, whichever is later. Invoices will not be payable before inspection and acceptance of goods, however, Buyer at its option may pay in advance of inspection and acceptance without prejudice to those of any rights hereunder. Drafts against the Buyer will not be honored nor C.O.D. shipments accepted, and items so tendered will be returned to seller at Seller's expense.

12: INVOICING: The Authority requires vendors to put the list price, discount and net price on all invoices.

13. SHIPMENT AND RISK OF LOSS: Notwithstanding the F.O.B. terms stated herein, Seller's tender of goods shipped pursuant to this order shall be upon receipt of the goods by Buyer at Buyer's delivery location as designated on the face of this order. Risk of loss and/or damage shall be upon the Seller until the goods are physically delivered to Buyer's said location.

Event # 4446-0: WATER STORAGE TANKS INSPECTION

14. SPECIFICATIONS AND CONFIDENTIALITY: Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this order shall be deemed to be incorporated by reference as if fully set forth herein. Seller shall make reference to Buyer for interpretation, instructions or decision with regard to any discrepancies or questions raised by such supplementary information. Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller, or the cost of which is charged against this order and intended for use in connection with this purchase order. Such drawings and specifications shall be held confidential by Seller; shall not be disclosed to any person, firm or corporation other than Buyer's or Seller's employees, sub-contractors or government inspectors, shall be used only in connection with this order, and shall be promptly returned to Buyer immediately upon request or completion of this order.

15. SUBCONTRACTING AND ASSIGNMENT: Seller shall not assign its rights to any other person, subcontract or delegate to any other person the performance of its obligation hereunder without prior written approval of the Buyer.

16. BANKRUPTCY CREDITORS RELIEF PROCEEDING: Any insolvency, adjustment of bankruptcy filing or voluntary or involuntary petition in bankruptcy, or any assignment for the benefit of creditors of, by or against Seller shall be a material breach of this contract, and Buyer shall be entitled, upon notice of such action, to cancel any unfilled part of this order without any liability whatsoever.

17. UTILIZATION OF MINORITY BUSINESS ENTERPRISES (MBE) AND WOMEN BUSINESS ENTERPRISES (WBE): Seller agrees to cooperate with the Authority in meeting its commitments and goals with regard to the maximum utilization of Minority Business Enterprises (MBE) and Women Business Enterprise (WBE) to use its best efforts to insure that MBE and WBE shall have the maximum practicable opportunity to compete for supply and sub-contract work under this order.

18. PROHIBITED INTERESTS: No Board member, officer, or employee of the Buyer, and no members of the governing body within the jurisdiction of the Buyer, during the tenure or for one year thereafter shall have any interest, direct or indirect, in this order or the proceeds thereof. This order shall be subject to the Conduct of Public Officials Statute Section 1 of Chapter 268A, Massachusetts General Laws.

19. ANTI-BOYCOTT COVENANT: Seller agrees to Commonwealth of Massachusetts Executive Order No. 130, Anti-Boycott Covenant, dated December 6, 1976 not to participate in or cooperate with an international boycott as defined in Section 999(b), (3), and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Laws.

20. MISCELLANEOUS: This order comprises the entire agreement between Seller and Buyer and no oral understanding shall vary the terms hereof. The terms "Buyer" and "Seller" refer equally to their respective heirs, executors, successors, and assigns. In the event of an inconsistency between these terms and conditions and the matter contained on the face of this order, the latter shall control. Failure of Buyer to insist upon strict performance of any of the terms and conditions herein shall not be construed as a waiver thereof and waiver of any term or condition hereof on one occasion shall not be construed as a waiver of such term or condition of any future occasion. All remedies referred to herein are cumulative and shall be in addition to those provided in the Massachusetts Uniform Commercial Code, such shall otherwise govern all rights and duties of the parties hereunder. Except where specifically prohibited by local law, the parties hereby agree that the terms and conditions of the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts as if it were made and fully performed in the said Commonwealth.

21. COMPLIANCE WITH LAWS: In accepting this order Seller represents that it has and will continue during the performance of this order to comply with the provisions of all federal state and local laws and regulations, including the "Fair Labor Standards Act" of 1938, as amended, and the "Occupational Safety and Health Act" of 1970 and with the regulations and standards issued pursuant thereto. Seller also agrees to comply with Executive Order 11246 on nondiscrimination. Moreover, the Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contracts Compliance are incorporated herein by specified reference.

Furthermore, Seller agrees to meet all government pollution requirements/criteria of applicable Federal, state, municipal, and other duly authorized authority, including all applicable standards, orders or regulations issued pursuant to the "Clean Air Act" of 1970.

22. TAXES: Buyer, as a governmental instrumentality of the Commonwealth of Massachusetts, is exempt from all forms of taxation, including but not limited to federal, state and municipal taxes, excise taxes and sales and used taxes. The MWRA Exemption Number E 042-850-071. Seller certifies that there are no such taxes included in the prices shown on this order.

23. The vendor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

End of Section

Attachments

Attachment

Event 4446 Example SSSP.pdf

Spec Event 4446 Tank Warranty Inspection.docx.pdf

Line Details

Line 1: MISCELLANEOUS SERVICES

Description: WARRANTY INSPECTION AND CONDITIONAL ASSESSMENT OF THREE WATER STORAGE TANKS PER ATTACHED SPECIFICATIONS PLEASE NOTE DUE TO COVID SITE VISITS ARE LIMITED, IF SITE VISIT IS NEEDED PLEASE CONTACT MELINA LIMARDO ANY QUESTIONS REGARDING THIS PURCHASE ORDER PLEASE CONTACT MELINA.LIMARDO@MWRA.COM

Item: 96200000000 MISCELLANEOUS SERVICES

Commodity Code: 962 MISCELLANEOUS SERVICES

Quantity: 3.0000

UOM: EA

Requested Delivery Date: 11/30/2020

Require Response: Yes

Price Breaks Allowed: No

Alternate Items Allowed: No