

**TOWN OF WILMINGTON, MASSACHUSETTS  
SPECIFICATION AND QUOTATION SHEET**

**ITEM #6: WATER QUALITY TESTING**

All testing shall meet the Massachusetts Drinking Water Regulations 310 CMR22:00 and EPA Regulation as required. The chemicals listed may not be all that is required. In addition, the following information is required:

1. Must hold a certificate of approval from the Massachusetts Department of Environmental Protection (DEP) for analysis of all required testing.

MA Certificate of Approval No. \_\_\_\_\_

2. Unless other arrangements are made with the Town, results are to be electronically submitted to the Massachusetts Department of Environmental Protection through their eDEP program. All results and invoices will also be submitted to the Water Department electronically via email. The Town of Wilmington reserves the right to require that originals be mailed.
3. Testing laboratory will be responsible for pick-up and transporting of test samples from the Wilmington Water Department or from its Water Treatment Plant, Monday thru Friday.
4. The testing laboratory shall provide transportation, labor, equipment, sample bottles, testing necessary material for analysis and required reports.

All quantities of testing shall be determined by the Town. Typically this will be the requirements of the MA DEP and the EPA.

**Rule for Award:** The contract will be awarded to the responsive and responsible bidder offering the **lowest total price** for the services specified in the IFB. The services specified are based on the anticipated testing required by the MA DEP for July 1, 2021 through June 30, 2022.

In order to be considered, all bidders must complete the price proposal sheet, signature section and certification pages.

**TOWN OF WILMINGTON, MASSACHUSETTS  
SPECIFICATION AND QUOTATION SHEET**

**REQUIRED WATER QUALITY TESTING**

\*Total price will be the rule for award

**Arsenic**

Estimated Quantity of Samples (14)

**Total Coliform**

Estimated Quantity of Samples (4)

**HAA5'S**

Estimated Quantity of Samples (16)

**Inorganic Chemicals**

Estimated Quantity of Samples (7)

**Manganese**

Estimated Quantity of Samples (2)

**Nitrate**

Estimated Quantity of Samples (20)

**Nitrite**

Estimated Quantity of Samples (19)

**Perchlorate**

Estimated Quantity of Samples (7)

**PFAS**

Estimated Quantity of Samples (8)

**All Secondary Contaminants (SEC CON)**

Estimated Quantity of Samples (7)

**Synthetic Organic Compounds**

Estimated Quantity of Samples (7)

**THM'S**

Estimated Quantity of Samples (16)

**All Regulated and Unregulated Volatile Organic Compounds (VOC'S)**

Estimated Quantity of Samples (7)

**Total Organic Carbons**

Estimated Quantity of Samples (48)

**Alkalinity**

Estimated Quantity of Samples (24)

**Chloride and Conductivity**

Estimated Quantity of Samples (24)

**Sodium and Calcium**

Estimated Quantity of Samples (24)

**Lead and Copper**

Estimated Quantity of Samples (30)

PLEASE ENTER THE PRICES FOR THE ABOVE SAMPLES ON THE ATTACHED  
PRICE PROPOSAL FORM

**TOWN OF WILMINGTON, MASSACHUSETTS  
SPECIFICATION AND QUOTATION SHEET**

**OPTIONAL SAMPLES TO BE TAKEN AT TOWN'S DISCRETION**

\*Prices will not be included in the rule for award

Radionuclides (Gross Alpha Activity)

Estimated (1)

Radium - 226 & Radium - 228

Estimated (1)

Turbidity (NTU)

Estimated (1)

Ammonia

Estimated (1)

N-nitrosodimethylamine (NDMA)

Estimated (1)

PLEASE ENTER THE PRICES FOR THE ABOVE SAMPLES ON THE ATTACHED  
PRICE PROPOSAL FORM

(Optional samples listed above may or may not be done so they will not be used in calculating the total price for  
the basis of the award)

The undersigned hereby certifies he/she has examined and fully comprehends the  
requirements of these specifications and offers to provide the services as specified  
herein:

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

The above must be signed by bidder if bidder is an individual; by one of the partners if a  
partnership; by an authorized officer if a corporation. The person signing the proposal for  
a partnership or corporation must state the capacity in which he signs at place indicated.

**TAX COMPLIANCE/ANTI-COLLUSION STATEMENT**

The undersigned certifies under penalties of perjury that this 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 any other organization, entity, or group of individuals.

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

Name/Title of Person signing bid (Type of Print)	Date
--	------

---

Name of Business	City/Town	State	Zip
------------------	-----------	-------	-----

---

Authorized Signature



**TOWN OF WILMINGTON  
DEPARTMENT OF PUBLIC WORKS**

**Laboratory Services Bid Opening to be held at 10:00am on 5/14/21**

	Number of Samples Estimated for Fiscal Year 2022	Unit Price per Sample	Estimated Total Price
Arsenic	14	\$ _____	\$ _____
Bacteria (Total Coliform)	4	\$ _____	\$ _____
Haloacetic Acids	16	\$ _____	\$ _____
Inorganics	7	\$ _____	\$ _____
Manganese	2	\$ _____	\$ _____
Nitrate	20	\$ _____	\$ _____
Nitrite	19	\$ _____	\$ _____
Perchlorate	7	\$ _____	\$ _____
Secondary Contaminants	7	\$ _____	\$ _____
Synthetic Organic Compounds	7	\$ _____	\$ _____
Trihalomethanes	16	\$ _____	\$ _____
Volatile Organic Compounds	7	\$ _____	\$ _____
Total Organic Carbon	48	\$ _____	\$ _____
Alkalinity	24	\$ _____	\$ _____
Chloride and Conductivity	24	\$ _____	\$ _____
Sodium and Calcium	24	\$ _____	\$ _____
Lead & Copper	30	\$ _____	\$ _____
PFAS	8	\$ _____	\$ _____

**TOTAL BID PRICE BASED ON ESTIMATED REQUIRED SAMPLE QUANTITIES**      **\$ \_\_\_\_\_**  
*(The bid award will be based on this price, below prices will not be included)*

(Below samples may or may not be done, therefore they will not be used in calculating the total price)

Gross Alpha Particle Activity	1	\$ _____	per sample
Radium - 226 & Radium 228	1	\$ _____	per sample
Turbidity	1	\$ _____	per sample
Ammonia	1	\$ _____	per sample
N-nitrosodimethylamine (NDMA)	1	\$ _____	per sample

Name of Business: \_\_\_\_\_

**TOWN OF WILMINGTON, MASSACHUSETTS**

**SAMPLE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the TOWN of \_\_\_\_\_, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at \_\_\_\_\_, Massachusetts, hereinafter referred to as the "TOWN", and \_\_\_\_\_, [a \_\_\_\_\_ corporation] having a usual place of business at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of \_\_\_\_\_, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

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

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

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. 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.
2. **THE WORK.** The Work consists of \_\_\_\_\_, 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 the contract sum of \$ \_\_\_\_\_.
  - 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 services provided shall be construed to operate as a waiver of any rights of the

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

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

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE TOWN. 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.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

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

8. INDEMNIFICATION. 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.

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:

<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 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. ASSIGNMENT. 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. Termination for Convenience. 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. INSPECTION AND REPORTS. 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 his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. 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. SUCCESSOR AND ASSIGNS. 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. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

I certify that an appropriation  
is available in the amount of this  
Contract.

TOWN OF WILMINGTON, MA

By its: Town Manager

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
(Signature)

Approved as to Form:

CONTRACTOR:

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)