PURCHASING DIVISION CITY OF WORCESTER MASSACHUSETTS 01608-1895 ROOM 201 - CITY HALL PHONE (508) 799-1220

SEALED BID INVITATION (Supplies, Material, Equipment, Services)

MCDONALDS@worcesterma.gov

SEALED BID NO. CR-8550-M6

DATE: September 12, 2025

CITY OF WORCESTER Christopher J. Gagliastro Purchasing Agent

BUYER: Stephen R. McDonald

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

	WELOPE:
DA	ATE: October 8, 2025 TIME: 10:00 A.M. LOCAL TIME
PL	ACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts
M	ARK SEALED ENVELOPE "Sealed Bid No. CR-8550-M6, Water Treatment Services/WPS"
	e name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not ponsible for bids not properly marked.
GF	ENERAL CONTRACTOR OF THE PROPERTY OF THE PROPE
1.	This Bid Invitation covers: Provide water treatment services for the City of Worcester and Worcester Public Schools for a one-year period from date of contract, as per requirements and specifications of the City of Worcester Department of Public Facilities & Worcester Public Schools. This contract may be renewed for a second and third year at the sole discretion of the City, the option of which to be determined at the end of the term. (See Page 10).
2.	A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of $\underline{n/a}$ must accompany this bid.
3.	All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4.	A performance bond in the amount of $\frac{n/a}{}$ of the total dollar award is required.
5.	A payment bond in the amount of \$ of the total dollar award is required.
6.	All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply_

7. Other: Questions pertaining to this bid must be directed to Stephen R. McDonald via email at

- 8. The following meanings are attached to the defined words when used in this bid form.
 - a. The word "City" means The City of Worcester, Massachusetts.
 - b. The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d. The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
- 9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: MCDONALDS@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
- 10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
- 11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
- 12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
- 13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
- 14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
- 15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
- 16. In case of error in the extension prices quoted herein, the unit price will govern.
- 17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
- 18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
- 19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
- 20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
- 21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
- 22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
- 23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

- 24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
- 25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
- 26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

- 27. <u>COMMERCIAL GENERAL LIABILITY INSURANCE:</u> Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate.
- 28. <u>AUTOMOBILE LIABILITY INSURANCE</u>: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
- 29. <u>COMPENSATION INSURANCE</u>: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
- 30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising our of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
- 31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
- 32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

- 33. Prompt pay discounts will be considered when determining the low bid except when prompt pay discounts are for a period of less than 30 days. In this event prompt pay discounts will not be taken into consideration when determining low bid.
- 34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the

purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

- 37. The contractor shall familiarize himself with the location and facilities for storage.
- 38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

- 39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
- 40. Samples of the product to be delivered may be taken by a representative of the City, 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 from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
- 41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
- 42. Any product after the 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.
- 43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or 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 Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
- 44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor 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.
- 45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
- 46. 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 requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
- 47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged

- from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
- 48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
- 49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
- 50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name		Address	Zip Code
<u>KIND</u>	LY FURNISH THE FOLLOWI	NG INFORMATION REGARDING BIDDER	:
(1)	If a Proprietorship		
	Name of Owner		
	Business Address		
	Zip Code	Telephone No	_
	Home Address		
	Zip Code	Telephone No	
(2)	If a Partnership Full names and addresses of a	ll partners	
	Name	<u>Address</u>	Zip Code
	Business Address		Zip Code
			·

Full Legal Name				
State of Incorporation _	Qualified in N	Massachusetts?	Yes	No
Principal Place of Busine	ess			
	Street	I	P.O. Box	
	City/Town	State	Zip	
	Telephone No.			
Place of Business in Mas	ssachusettsStreet	ī	P.O. Box	
	Street	1	P.O. B0X	
	City/Town	State	Zip	
	J		•	
	Telephone No			
Full Legal Name of Sure	Telephone No Telephone No RMATION REGARDING SUE	RETY COMPANY		No
Full Legal Name of Sure State of Incorporation	Telephone No RMATION REGARDING SUB- ty Company Admitted in N	RETY COMPANY Massachusetts ?	Yes	No
Full Legal Name of Sure State of Incorporation	Telephone No Telephone No RMATION REGARDING SUE	RETY COMPANY Massachusetts ?		No
Full Legal Name of Sure State of Incorporation	Telephone No RMATION REGARDING SUI ty Company Admitted in N	RETY COMPANY Massachusetts ?	Yes	No
Full Legal Name of Sure State of Incorporation	Telephone No RMATION REGARDING SUI ty Company Admitted in N ess Street City/Town ssachusetts	Massachusetts ?	Yes P.O. Box Zip	No
Full Legal Name of Sure State of Incorporation Principal Place of Busine	Telephone No RMATION REGARDING SUB ty Company Admitted in Notes Street City/Town ssachusetts Street	Massachusetts ?	P.O. Box Zip P.O. Box	No
Full Legal Name of Sure State of Incorporation Principal Place of Busine	Telephone No RMATION REGARDING SUI ty Company Admitted in N ess Street City/Town ssachusetts	Massachusetts ?	Yes P.O. Box Zip	No

NOTE The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more. F.I.D. Number of bidder This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941. AUTHORIZED SIGNATURE OF BIDDER _____ _____ TITLE ___ DATE BID SECURITY \$ The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are: NAME (PLEASE PRINT) TEL. NO. NAME (PLEASE PRINT) FAX. NO. E-MAIL: PLEASE INDICATE YOUR E-MAIL ADDRESS UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED: Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows: "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." (Please Print) Name of Person Signing Bid Signature of Person Signing Bid Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities order	ered by
the City during the period of the contract.	

YES	X	NO	<u></u>
- 1·			W. C. O. D. H. C. L.
Jelive	ery to	be made to	o: _Various <u>City & Public School</u>
Γhis E	Bid in	cludes adde	enda numbered

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description	Total Amount
	Quantity	Provide water treatment services for the City of Worcester & Worcester Public Schools for a one-year period from date of contract, as per requirements and specifications of the Department of Public Facilities & Worcester Public Schools. Provide water treatment services for the Worcester Public Schools for See attached Pricing Pages. Questions pertaining to this bid must be directed to Stephen R. McDonald at MCDONALDS@worcesterma.gov	
		Provide water treatment services for the Worcester Public Schools for See attached Pricing Pages. Questions pertaining to this bid must be directed to Stephen R. McDonald at	

TERMS, PROMPT PAY DISCOUNT % 30 DAYS, NET	45 DAYS.
DELIVERY AND/OR COMPLETION TO BE MADE WITHIN BY THE CITY.	DAYS FROM DATE OF NOTIFICATION
(N.B. PLEASE REFER TO SECTION NO. 34 RELATIVE TO THE	DELIVERY).
NAME OF BIDDER	

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed % for the second contract year.							
In no event will increase exceed % for the third contract year.							
(TO BE COMPLETED BY BIDDER)							
Name Date							
Title							
IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION, PLEASE INDICATE BY CHECKING THIS BOX: \square							
<u>IMPORTANT</u>							
It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.							
All other Terms and Conditions to remain the same.							

WORCESTER PUBLIC SCHOOLS

CHEMICALS, WATER TREATMENT FOR HVAC EQUIPMENT

GENERAL CONDITIONS

1. SCOPE

- a. It is the intention of these specifications that the vendor hereunder shall furnish and Worcester Public Schools (WPS) shall purchase water treatment chemicals for heating and cooling systems covered by this agreement which WPS may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation. WPS reserves the right to order such treatment as may be required during the said period, and it also reserves the right not to order any treatment bid upon by the Contractor, if it is found that such treatment is not required by WPS during the period covered by this agreement.
- b. The Vendor shall furnish the necessary labor, water treatment equipment and chemicals required for the treatment of water in the open and recirculating water of air-conditioning and heating systems, as per specifications. It is the intent of these specifications that the water treatment program, in its entirety, be the sole responsibility of the Vendor, and that WPS will not participate in the program. The work to be performed under this agreement shall include the following:
 - i. Furnishing, delivery, and handling of all chemicals used in the water treatment program.
 - ii. A minimum of a monthly inspection of the water treatment equipment in each system to be treated. Monthly servicing applied to the following schedule: Heating systems September 1st through April 30th; Cooling systems April 1st through October 31st.
 - iii. Submittal of monthly reports showing the effectiveness of the water treatment program. All reports shall be sent electronically to:

Kevin Peloquin: peloquink@worcesterschools.net Nate Standring: standringn@worcesterschools.net

Reports shall provide actual test results; treatment feed pump settings of feed rates, and recommended blow-down frequency. Reports shall also include pertinent comments and recommendations.

A second set of copies of just the service call slips are to be mailed with the monthly invoice to the Accounts Payable office:

Accounts Payable: wpsacctspayable@worcesterschools.net

Service slips MUST be signed by a custodial staff member for that building – slip must have his/her name printed and his/her signature. If the slip is not signed by a custodial staff member of that building, it will be grounds for non-payment of that invoice.

- iv. Furnishing of emergency water treatment as required to correct abnormal conditions in any water system, including descale chemicals and treatment if needed.
- v. When a system report shows a deviation which needs correcting, the corrective action and resubmission of a report shall be accomplished by the Contractor within a period of seven (7) days.
- vi. The treatment to be provided shall be designed to protect the water systems from damage such as corrosion, erosion, algae, slime, mud, scale, and excess acidity or alkalinity.
- c. The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related times necessary to complete the work in accordance with this specification and scope of work.
- d. WPS reserves the right to add or delete buildings to or from this contract. WPS also reserves the right to add or delete heating or cooling systems of the buildings to or from this contract.
- e. Upon award, if the successful vendor discovers the chemical levels are at insufficient levels and significant use of chemicals are required to put the equipment at acceptable levels, the information is to be provided electronically to: Kevin Peloquin: peloquink@worcesterschools.net

2. PRE-BID CONFERENCE

- a. A pre-bid conference will be held September ?, 2025 at 11:00 a.m. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- b. Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at:

3. TERM OF AGREEMENT

- a. The term of the contract shall be for one (1) year. WPS reserves the right to renew this contract for up to two (2) additional one-year renewal options under the same terms and conditions. WPS will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- b. If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the City of Worcester's Purchasing Department and/or WPS Facilities Department at least ninety (90) days prior to the current terms' expiration date.
- c. The Contractor must maintain the insurance coverages required by WPS while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to WPS when required.

4. PRICES

- a. Bidders are to bid "per treatment" pricing. The Worcester Public Schools will only authorize payment on actual treatments made (meaning no flat, annual fee). The Worcester Public Schools reserves the right to cancel any monthly treatment at its own discretion.
- b. Prices quoted must remain firm for the period covered by the contract. Prices quoted shall include delivery costs and charges.

5.METHOD OF AWARD

a. Award of this contract may be in whole or in part. WPS reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of WPS.

6. VENDOR QUALIFICATIONS

- a. At the option of WPS, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- b. Prior to the award of this contract, WPS reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.
- c. Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past two (2) years.
- d. The Vendor must have within his organization the laboratory facilities, trained mechanics, equipment, and other resources required to efficiently and regularly (on schedule) provide the water treatment specified. These facilities may be subject to pre-award inspection. Water treatment chemicals provided under this contract shall FORM 30B (Sealed Bid Goods & Services)-11-07 Page 12 of 20

be the product of a manufacturer who has manufactured water treatment chemicals for air conditioning and heating systems for a period of not less than five (5) years.

e. Each bidder must submit with their quotation a list of equipment and chemicals to be used for water treatment in each building. WPS reserves the right to reject any bidder whose equipment and material submittals are not approved by the Facilities Department.

7. SAFETY DATA SHEET

a. Contractor shall provide product data, including concentration control limits, and Safety Data Sheets (SDS) for each treatment product to be used to the Coordinator of Environmental Health & Safety:

Brittany Helgerson: helgersonb@worcesterschools.net

Contractor shall provide one test kit with instructions for each product to be used to the Director of Facilities or their designee.

8. INVOICES

- a. Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For materials incorporated in the work, the Contractor must also include copies of their manufacturer's/vendor's invoices for material used thereby providing verification of actual material costs. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure.
- b. Authorization to pay invoices will be given by WPS Facilities Dept. or the authorized representative, prior to payment of invoices. Invoices must be submitted on a monthly basis to Accounts Payable:

Accounts Payable wpsacctspayable@worcesterschools.net

c. Charges for late payment of invoices are prohibited. Under no circumstances will interest by paid.

9.COOPERATIVE PURCHASE

- a. WPS reserves the right to extend all of the terms, conditions, specifications, unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon the mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. WPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

SPECIFICATIONS

1. FIELD INSPECTION

- a. Bidders may contact Kevin Peloquin, Facilities Department 508-799-3151 to visit the various buildings to determine:
 - Field conditions affecting the water treatment program.
 - Permissible access routes to mechanical equipment rooms.
 - Location and condition of existing mechanical systems.
 - The magnitude of effort required for the installation of the Contractor's water treatment equipment.

2. SCHEDULING OF WORK

- a. Water treatment provided under this contract, except for emergency treatment and treatment requiring outages of systems, shall be provided during normal working hours, 7:00 a.m. to 4:00p.m., Monday through Friday.
- b. Emergency water treatment shall be provided, as required on twenty-four (24) hours per day, seven (7) days per week basis.
- c. The Contractor shall not de-activate any system without the prior approval of the Director of Facilities or their designee.

3. WATER TREATMENT EQUIPMENT

- a. Each building has water treatment equipment (pumps, lines, dispensers) currently in use that is the property of WPS. The Vendor may use the existing equipment or replace it with new equipment to dispense the water treatment chemicals. If the Vendor elects to use the existing equipment, the Vendor is solely responsible for the maintenance, repair, and upkeep of this equipment, including replacement if the equipment ceases to function properly. If the Vendor elects to replace any or all of the existing equipment at any time during the term of the contract, this new equipment becomes the property of WPS upon its installation by the Vendor and acceptance by WPS. All costs of equipment maintenance, repair, upkeep, and replacement are included in the monthly contract unit process, at no additional cost to WPS.
- b. The Vendor is solely responsible for the performance of all equipment, whether existing or new. The malfunctioning, poor performance, or lack of performance by any or all equipment used by the Vendor during the term of this contract, does not relieve the Vendor of any responsibility to provide WPS with water treatment that is totally acceptable to WPS.
- c. All equipment required in the water treatment program shall be placed in operation seven (7) days prior to commencement of the contract.
- d. The Vendor shall obtain the permission of the Director of Facilities or their designee, regarding any needed storage of chemicals and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Vendor shall be held responsible for any and all accidents caused by negligence from this source. WPS does not accept responsibility for losses of chemicals or equipment regardless of approval to store in any of the using institution's facilities or grounds. It shall be the sole responsibility of the Vendor performing water treatment for this contract to safeguard their own chemicals, and equipment.

4. MATERIALS, WORKMANSHIP I PERMITS, LICENSES, INSPECTIONS

With regard to this contract, the Director of Facilities or their designated representative will determine acceptability of all water treatment performed. If the treatment is not acceptable, the Vendor will be called in to review and correct all problems without additional cost to WPS. Upon notification by the Director of Facilities or their designated representative, the Vendor will affect corrections to deficient water treatment in accordance with a schedule jointly agreed upon.

- a. The Vendor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by WPS shall be noted within. In cases of conflict between requirements, that requirement which is in compliance with all applicable codes and which is also, in the opinion of WPS, more advantageous to WPS, shall govern.
- b. Permits, licenses, and taxes shall be the responsibility of the Vendor at no additional cost to WPS.
- c. WPS reserves the right to make unannounced periodic inspections of the work in progress.
- d. The work described in this specification shall be done with the least inconvenience to WPS. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the WPS at 508-799-3151.

- e. The Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Director of Facilities or their designated representative.
- f. All water treatment performed on WPS property shall fully conform to all local, state, and federal safety regulations.

5. CHANGES TO THE CONTRACT

The Vendor will notify the Director of Facilities or their designee immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by WPS or the Vendor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Vendor and WPS. Any additional cost on the project must be submitted in writing by the Vendor and a purchase order will be issued by WPS covering the change(s) before the work can proceed. No work shall be done without the issuance of a purchase order. WPS assumes no responsibility for oral instructions or suggestions.

6.DEBRIS REMOVAL

The Vendor shall be responsible for the removal of all their debris from the site and clean affected work areas. The Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a WPS representative, shall remove such debris and materials from WPS property. The Vendor shall leave all affected areas as they were prior to beginning work.

7. UTILITIES

WPS shall make available all required utilities to the Vendor for work under this contract. This, however, does not include those utilities to be installed by the Vendor as a part of the scope of work or specification. Accidental interruption(s) caused by the Vendor and repair thereto, shall be at the Vendor expense. Planned interruptions under this contract shall be coordinated with the Director of Facilities or their designee, at least five (5) days in advance of the expected occurrence.

8. CODES AND REGULATIONS

All water treatment shall fully conform to all Massachusetts codes and regulations.

9. WATER TREATMENT FOR STEAM SYSTEMS

- a. Contractor shall provide and install chemical metering pumps for each steam system or upgrade and replace existing equipment. Treatment feed shall be to feed water tanks or condensate receivers and below water level wherever possible.
- b. The Worcester School Department shall be responsible for providing electrical power source for the chemical feed pump. Where possible, the power source will be interlocked with the feed water pump circuit. Where interlock is not possible, timers or similar devices shall be provided by the treatment contractor to operate chemical metering pumps.
- c. Contractor shall furnish formulated treatment product(s) for corrosion and deposit control. Product(s) may be inhibitor type or oxygen scavenger type but may contain no components prohibited or restricted by USEPA or MassDEP.
- d. Contractor shall add initial treatment to each boiler when refilled after inspection and/or repair to bring concentration within proper control range.
- e. Treatment feed may be directly from shipping containers or from feed tanks. Contractor shall be responsible for changing containers or refilling feed tanks. Empty containers shall be removed from the premises by the contractor.
- f. Contractor shall be responsible for establishing treatment feed rate to maintain proper concentration in each boiler for effective corrosion and deposit control. Treatment concentrations in boilers shall not be allowed to become excessively high so as to cause carryover or surging problems.

- g. It is the responsibility of the Facilities Department to correct overfilling or leakage problems that result in excessive treatment loss.
- h. Contractor shall provide service calls no less frequently than once monthly between September and April, for heating and April and October for cooling, with testing of treatment and mineral concentration in each boiler and refilling or replacement of treatment feed containers, as needed..

WPS reserves the right to cancel treatment at its own discretion.

- i. Contractor shall adjust and maintain treatment feed equipment.
- j. Contractor shall establish and adjust blowdown frequency based on test results and shall notify the head custodian and Facilities Department in writing of any changes in blowdown frequency. Custodial personnel shall provide consistent blowdown according to the schedule provided by the treatment contractor.

If automatic blowdown equipment is deemed necessary at any facility, the Contractor shall provide a quote. The Facilities Department will issue a separate purchase order for the approved equipment, which must meet the specifications outlined below. No work shall proceed without an authorized purchase order.

10. WATER TREATMENT FOR RECIRCULATING HEATING & COOLING SYSTEMS

- a. The Vendor shall furnish water treatment chemicals to chilled loops and heating loop systems.
 - Since closed systems require only periodic additional dosages, the Contractor shall furnish a manually controlled feeder pump to inject treatment where needed.
 - Dosages in the closed system shall be sustained at the levels specified by the manufacturer of the chemical.
 - Monthly inspections and water analysis shall be performed and reports submitted to the Director of Facilities or their designee (see above).
- b. For solar systems, the Contractor supplies the propylene glycol. For any solar system, if the system, by no fault of the Vendor, is purged of 30% or greater of it glycol, WPS shall be responsible for replacement of the purged glycol. If the system is put back online, WPS will provide the glycol and the Contractor will be required to add it when needed from our stock of chemicals.

11. WATER TREATMENT FOR OPEN/CLOSED EVAPORATIVE COOLING SYSTEMS

a. Contractor shall provide and install treatment feed and blowdown (bleed-off) controller, contacting-head water meter and chemical metering pumps for each system where needed or upgrade and replace existing equipment where necessary.

The Facilities Dept. shall be responsible for providing an electrical power source for the controller. Where possible, the power source will be interlocked with the cooling system recirculation pumps. Where not possible, the controller shall be equipped with a flow switch.

- b. Contractor shall furnish formulated treatment product(s) for corrosion and deposit control. Product(s) may contain no components prohibited or restricted by USEPA or MassDEP. Contractor shall provide two (2) biocide products that shall be fed on an alternating basis. One biocide may be an oxidizer but, if used, must be bromine, chlorine dioxide or ozone chemistry (hypochlorite is excluded).
- c. Contractor shall add initial treatment to each system when filled for seasonal start-up to bring concentration within proper control range.
- d. Treatment feed may be from shipping containers or from feed tanks. The contractor shall be responsible for changing containers or refilling feed tanks. Empty containers shall be removed from the premises by the contractor.
- e. The contractor shall be responsible for establishing treatment feed rate to maintain proper concentration in each system for effective corrosion, deposit and bio-fouling control.

It is the responsibility of the Worcester School Department to correct overfilling or leakage problems that result in excessive treatment loss.

12. WATER TREATMENT CHEMICALS

- a. The Vendor shall furnish all chemicals used in the water treatment program.
- b. The Vendor shall use the following water analysis as the basis for determining product(s) and consumption:

Calcium Hardness	50 ppm
Total Hardness	70 ppm
M. Alkalinit	40 ppm
Chloride	30 ppm

- c. The Vendor must supply products that meet USEPA regulations and said products must not be registered as a hazardous chemical by the U.S. Department of Labor. Furthermore, product(s) must not contain phosphates and there must not be a need for any additional biocides. Should there be a need for biocides the necessary services and or product(s) to treat the system(s) shall be at no cost to WPS.
- d. Product(s) must be factory produced and labeled as no custom blending is allowed. Also, no mixing of products in the field is to be required.
- e. The composition and quantity of the chemicals used shall be the responsibility and judgment of the Vendor, but the chemicals shall be selected to:
 - Maintain the pH value of the condenser water within the range recommended by the chemical manufacturers.
 - Preclude the growth of algae and other organic materials.
 - Protect all portions (both metallic and wood) from corrosion, rotting and erosion.
 - Preclude the formation of slime within the condenser water system.
 - Be compatible with the materials used in the treated water systems.
- f. Chemicals shall be applied at dosage rates recommended by the manufacturer of the chemical used.
- g. Systems that are being added to the contract and were not chemically treated previously shall be gradually brought up to the required concentrations and not shocked all at one time.
- h. WPS reserves the right to require the Vendor to:
 - Furnish chemical shock treatment to correct abnormal conditions.
 - To change the formulation or to increase the dosage of the chemicals when it becomes evident that the chemicals in use are not accomplishing the goals previously outlined.
 - To provide de-scale materials and services if deemed necessary.
- i. Chemicals shall be delivered in sealed containers to the buildings covered in this agreement. Only one such container may be stored in each mechanical equipment room. The Vendor shall be responsible for all shipping and handling costs.
- j. All chemicals furnished under this agreement, shall meet the requirements of all Federal, State and local agencies and offices having jurisdiction in the water pollution and ecological fields. Chemicals used in open, closed or semi-closed systems shall be biodegradable and free of lead, cadmium, zinc, mercury or any form of chromate.

13. WATER TREATMENT PROCEDURES

a. The Vendor shall furnish the necessary labor and equipment to follow the following procedures:

INITIAL

NOTE: Systems not previously treated shall be introduced gradually and not shocked.

- Survey systems and determine water treatment requirements.
- Manually bleed systems to reduce the concentration of impurities to an acceptable level. Apply shock chemical treatment as required.
- Furnish, install, adjust, and calibrate all water treatment equipment.
- Fill chemical reservoirs and treat closed systems.
- Energize the treatment system and adjust bleed and chemical feed rates as required.
- Submit recommendations for mechanical work or changes to operating procedures that should be accomplished to improve operations.
- Provide owners with control parameters to be used in water treatment of each specific system.

OPERATION (MINIMUM OF ONCE EACH MONTH)

- Check operations and adjustment of all water treatment equipment.
- Fill the chemical reservoir.
- Adjust bleed and feed rates.
- Inspect condenser water systems. Provide shock treatment if required. Inspect closed systems and provide treatment as required.
- Sample and analyze water samples in accordance with accepted ASTM, AWWA, or APHA procedures.
- Correct water treatment program as required.
- Submit a report to the Director of Facilities or their designee.

SHUT DOWN

To be performed at the conclusion of the cooling season for systems not normally operated during winter months.

- De-energize water treatment services.
- Chemically clean the circulating system.
- Clean, drain, and flush the water treatment equipment

ANNUAL

For systems operated on a twelve month per year basis the Vendor shall provide, at least once during the winter months, the services specified in paragraph 14.1.1 (a), (b), and (c).

• The building engineer shall be notified two weeks prior to those items.

14. EQUIPMENT SPECIFICATIONS - PRE-TREATMENT, FEED, BLOWDOWN CONTROL

Where equipment is needed for pre-treatment of make-up water, feed of treatment products or blowdown of boilers or evaporative cooling systems, that equipment shall conform to the following requirements.

Softeners

All softeners used for pre-treatment of make-up to steam boilers shall be sized appropriately for the flow and exchange capacity requirements of the steam system and make-up water. However, minimum requirements shall be 10 gpm flow capacity with 15 psi maximum pressure loss and 30,000 grains per exchange tank. System shall be a twin-alternating arrangement with regeneration initiated by make-up water demand, i.e., meter-paced. Softeners shall be MidAmerica K90R Series, Hellenbrand WaterMate 3, Kinetico or approved equal or technical upgrade.

By-pass Feeders

Where installed, all by-pass feeders shall be sized according to system capacity using the following guidelines:

- 1) 2 gal. capacity for systems up to 1500 gallons capacity,
- 5 gal. for systems up to 5000 gallons capacity,
- 3) 10 gallons for all larger systems. Feeders shall be rated for minimum 200 psi operating pressure and shall be equipped with 4" opening for top fill. By-pass feeders shall be Neptune DBF-HD series, Wingert DB-HD or approved equal.

Treatment Feed Pumps

All metering pumps used for treatment and biocide feeding shall be diaphragm type with electronic control of stroke frequency. Output capacity shall be appropriate for the requirements of the system but not less than 1 gph. Output pressure shall be appropriate for the requirements of the system but not less than 50 psi. Pumps shall be equipped with relief, vent and antisiphon valves. Pumps shall be Iwaki EZ or EHB series, LMI A or P series, Pulsafeeder E or E Plus series or approved equal or technical upgrade.

Blowdown and Feed Controllers - Evaporative Cooling Systems

Blowdown (bleed-off) and feed controllers shall be microprocessor based and have the following minimum features. Blowdown (bleed-off) shall be based on system water conductivity using a flow-through probe assembly. Controller shall have automatic temperature compensation. Inhibitor feed shall be based on make-up water use. Biocide feed shall be based on time cycle. All blowdown and feed functions shall be provided by the controller that shall have appropriate interlocks and lockout timers. Flow switch to put controller into stand- by status when cooling systems pumps are idle shall be provided. Controllers shall be equipped with or capable of future upgrade to 4-20 ma output signal and modem. Controllers shall be Advantage MCFB-2E, LMI DC4500-111A-2, Walchem WCT310-1N2 or equal or technical upgrade.

Blowdown and Feed Controllers - Steam Boilers

Blowdown and feed controllers shall be microprocessor based and have the following minimum features. Blowdown shall be based on boiler water conductivity. Probe assembly shall be appropriate for the boiler pressure and water temperature. Sampling may be on a time cycle using a flow through probe assembly or continuous with an immersion problem. If an immersion probe is used, it must be installed with a corporation stop or similar arrangement to allow removal of the probe for cleaning while the boiler is in operation. Continuous blowdown for sampling is not permitted. Controller shall have automatic or manually set temperature compensation. Treatment feed, except for oxygen scavenger, shall be based on make-up water use. Controllers shall be equipped with or capable of upgrading to 4-20 ma output signal and modem. Controllers shall be Advantage MHCF-L1, LMI DC4000-1-3, Walchem WBL300-1N5 or equal or technical upgrade.

Water Meters

Water meters shall be sized according to the make-up water piping and anticipated flow maximum flow rate to the system or boiler feedwater tank. Minimum sizing shall be ³/₄". All meters shall read in gallons. Meters shall be Badger, Carlon, Hershey, SeaMetrics or approved equal.

Where water meters are used to actuate treatment feed by connection to controllers or directly to metering pumps, these meters shall be contacting-head type. When used in conjunction with controllers, meter constant shall be 10 gallons per pulse (or contact). When used in conjunction with a metering pump, meter constant shall be as required to get the desired feed rate for the treatment product.

Worcester Public Schools Water Treatment Services PRICING SHEET

SCHOOL	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
ALTERNATIVE													
BELMONT													
BURNCOAT HIGH													
BURNCOAT MIDDLE													
BURNCOAT PREP													
CANTERBURY													
CHANDLER ELEM													
CHANDLER MAGNET													
CITY VIEW													
CLAREMONT/WOODLAND													
CLARK													
COLUMBUS PARK													
DOHERTY HIGH													
DURKIN ADMIN BLDG													
ELM PARK													
FANNING													
FLAGG													
FOLEY FIELD HOUSE													
FOREST GROVE													
GATES LANE													
GERALD CREAMER CNTR													
GODDARD													
GRAFTON #1													
GRAFTON #2													
GREENDALE													
HARLOW													
HEARD													
НІАТТ													
LAKE VIEW													
LINCOLN													
MAY													
McGRATH													
MIDLAND													
MILL SWAN													
MILLBURY													
NELSON PLACE													
NEW CITIZENS CENTER													
NORRBACK													

Worcester Public Schools Water Treatment Services Bid #: CR-7885-M3 PRICING SHEET

SCHOOL	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
NORTH A													
NORTH B													
NORTH C													
NORTH D													
PARENT INFO CENTER													
QUINSIGAMOND													
RICE SQUARE													
ROOSEVELT													
SOUTH													
SULLIVAN													
TATNUCK													
TAYLOR BUILDING													
TECHNICAL HIGH A													
TECHNICAL HIGH B													
TECHNICAL HIGH C													
TECHNICAL HIGH D													
THORNDYKE													
UNION HILL #1													
UNION HILL #2													
UNIVERSITY PARK													
VERNON HILL													
WAWECUS													
WEST TATNUCK													
WORC ARTS MAGNET													
WORC EAST MIDDLE													
	L	1	I	I	I			I		I	Tota	al Cost	_

DPF Supplemental Specifications & Pricing:

Please provide a proposal to administer a yearly water treatment program at the four following locations heating and chilled water systems per the following scope and description.

The water treatment program is intended to promote system efficiency through the minimization of piping and equipment corrosion, scale formation, the accumulation of alluvial deposits, system wide microbial fouling and microbial induced corrosion. The sole purpose and scope of minimizing these factors is to aid in preservation of asset value, minimization of energy and water consumption, reduction of maintenance costs and to achieve optimal heat transfer.

The water treatment program includes all chemicals (corrosion inhibitors, anti-scaling agents, anti-deposition agents, anti-microbial agents, and system filter bags), test kits, reagents, control recommendations, and performance monitoring equipment.

The contractor will provide on-site service visits per the table below. The contractor will conduct an on-site assessment including a system fluid sample test prior to the initiation of the water treatment program and share those results with the City of Worcester.

Location	Equipment	Number of Visits (Annual(Unit Price	Extended Price
City Hall, 455 Main Street	2-Smith 28HE-12 Steam Boilers 1-Dual temp closed loop 1-Chilled closed loop w/propylene glycol solution	5	\$	\$
Senior Center, 128 Providence Street	3-Burnham Steam Boilers & Steam System 1-Hot water heating system	3	\$	\$
Worcester Public Library, 3 Salem Square Street	1-Open evaporative cooling tower 1-Closed loop chilled water 1-Closed loop hot water	12	\$	\$
Frances- Perkins Library, 470 West Boylston Street	1-Steam boiler	3	\$	\$
* – Bi-monthly dur	ing heating season			
		TOTAL	4	

<u>Vendors should include product information on brands / manufacturers / product lines they carry for evaluation by Department of Public Facilities.</u>