The Berkshire Regional Group Purchasing Program (BRGPP) will accept sealed bids on behalf of participating municipalities as part of the 2019-2020 Cooperative Highway Bid Program.

The sealed bids, plainly marked “FY20-13 Great Barrington Winter Treated Rock Salt” in the lower left corner of the envelope will be received by Matthew Dovell, MCPPO for the BRGPP, 1 Fenn Street, Suite 201 Pittsfield Ma 01201 until Wednesday September 4th 2019 at 11:00AM, after which time they will be taken to the second floor Conference Room where they will be publicly opened and read aloud. Specifications and instructions for all bids may be obtained through the BRGPP at the above address or by emailing mdovell@berkshireplanning.org.

The BRPC is an Equal Opportunity/Affirmative Action Employer. Wage rates are subject to the minimum wage rates as per MGL Chapter 149, Sections 26 through 27 as applicable thereto. Chapters 30B and 30, 39M as adopted by the BRPC will also apply.

This bid is subject to a 1.5% administrative fee based on the total contract price.

The Berkshire Region Group Purchasing Program, the awarding authority and the participating municipalities reserve the right to accept or reject any or all bids in total or in part or waive any informality in the proposals as they deem in the best interest of the public.

Berkshire Regional Group Purchasing Program

Matthew Dovell MCPPO
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>2</td>
</tr>
<tr>
<td>INVITATION FOR BIDS</td>
<td>3</td>
</tr>
<tr>
<td>GENERAL BID INSTRUCTIONS</td>
<td>4</td>
</tr>
<tr>
<td>PART 3 TREATED SALT SPECS &amp; GENERAL TERMS AND CONDITIONS</td>
<td>8-13</td>
</tr>
<tr>
<td>TREATED SALT BID FORM</td>
<td>14</td>
</tr>
<tr>
<td>BID SIGNATURE FORM</td>
<td>15</td>
</tr>
<tr>
<td>INSURANCE REQUIREMENTS</td>
<td>16</td>
</tr>
<tr>
<td>MATERIAL’S CERTIFICATIONS FORM</td>
<td>17</td>
</tr>
<tr>
<td>CONTRACT AGREEMENT</td>
<td>18-21</td>
</tr>
<tr>
<td>CERTIFICATE OF CORPORATE AUTHORIZATION</td>
<td>22</td>
</tr>
<tr>
<td>NON-COLLUSION FORM</td>
<td>23</td>
</tr>
<tr>
<td>STATEMENT OF STATE TAX CERTIFICATION</td>
<td>24</td>
</tr>
<tr>
<td>BRGPP CONTACT LIST</td>
<td>25</td>
</tr>
</tbody>
</table>
GENERAL INSTRUCTIONS TO BIDDERS

1. The BRGPP’s participating members for this fiscal year consist of the following: Adams, North Adams, Cheshire, Florida, Savoy, Lanesborough, Pittsfield, Peru, Egremont, Stockbridge, Tyringham, Great Barrington, Alford, Lee, Otis, Sandisfield and Tolland; Any of the above listed municipalities, hereinafter referred to as “PARTICIPANT”, shall be eligible to participate in these bids. Their participation is subject to appropriation in their fiscal year 2020 budget. Only member cities/towns or units that are in good standing with our group will be eligible to participate in this cooperative purchasing program. If a member does not include a quantity on the quantity sheet, it does not mean they are not a participant; they are members and are entitled to the bid award price.

2. All bids must contain the following documents fully completed and properly executed:
   - Bid Signature Form
   - Material’s Certification Form
   - Certificate of Corporate Authorization
   - Non-Collusion Form
   - State Tax Compliance Certification
   - Bid Bond

   These forms can be found within the contents of this bid package

3. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions will be rejected as non-responsive by the BRGPP. Conditional bids will not be accepted. Any bid or proposal that arrives after the time or date of bid opening will not be accepted.

4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 60 days from bid opening.

5. The BRGPP and its Participants, reserve the right to reject any and all bids, in total or in part.

6. The supplier will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.

7. The Vendor shall indemnify, save harmless and exempt the BRGPP and its Participants, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, and attorney’s fees incident to any work done in performance of this contract arising out of a willful or negligent act or omission of the Vendor, it's officers, agents, subcontractors, and employees.

8. If in the judgment of the PARTICIPANTS, any property is needlessly damaged by an act or omission of the Vendor, the amount of damages will be deducted from money due the Vendor or may be recovered from said Vendor or may be recovered from said Vendor in legal action.

9. Any inferior or damaged product, as determined by the BRGPP and its Participants, will be replaced at the total expense of the VENDOR.

10. Any restrictions, qualifications or deviations from specifications must appear either on the bid sheet or on an attachment thereto.

11. The contract(s) resulting from this bid will be awarded to the responsible and responsive bidder based upon lowest bid price, past performance and reliability of the bidder, quality of product
and/or service, and degree of exclusions, exemptions, or restrictions on the bid form.

12. The BRGPP will in no way be responsible for the actions of the “Participants”. Orders and payments of invoices will be made within 30 days upon receipt of invoice.

13. The BRGPP will be available to answer any general questions about bid procedure, etc., but no questions will be answered that in any way could give an unfair advantage to a bid. All inquiries concerning this bid should be directed to: mdovell@berkshireplanning.org.

14. No charges will be allowed for federal, state or municipal sales and excise taxes, from which all of the Participants are exempt. The prices bid shall be net and shall not include the amount of such tax. Each Participant has been given a Certificate of Exemption, which will apply to all sales. The Commissioner of the Department of Revenue requires that all vendors keep a record of sales, including sale price, date of sale, and the number of Exemption Certification.

15. If the product, services, or supplies furnished by the bidder fall within the classification of the “Right to Know Law,” Massachusetts General Laws, Chapter 111F; RE: contained in the current Massachusetts Substance List (“MSL”), the successful bidder will assume responsibility and liability to assure the Participants that the products are properly labeled and supply the Participants with a Material Safety Data Sheet (“MSDS”) for each substance.

16. Any and all references to commercial types, styles, trade names and catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to the bidders the kind and quality of the articles that will be necessary. In all specifications, the words “or equal” are understood after each article giving the manufacturer’s name or catalog reference, or on a patented article.

17. Should any prospective bidder find discrepancies or omissions in the specifications, he/she shall notify the BRGPP in writing at once. The BRGPP will then send written instructions to all bidders. The BRGPP and its Participants will not assume responsibility for any oral instructions or interpretations and the meaning of the specifications or other contract documents to any bidder by any person.

18. If the successful bidder fails to deliver within the time specified or within reasonable time as interpreted by the owner, or fails to make replacement of rejected articles, when so requested immediately or as directed by the owner, the owner may purchase from other sources to take the place of the item rejected or not delivered. The owner reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the owner promptly for excess costs occasioned by the purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from the contract quantity.

19. A contract may be canceled at the successful bidder’s expense upon non-performance of contract. If the successful bidder is unable to supply the materials at any time during the contract period and for any reason, the owner reserves the right to order supplies elsewhere as needed.


21. If the successful bidder fails to deliver as ordered, the owner reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder’s expense.
22. No items are to be shipped or delivered until receipt of an official order from the Participant, or upon an agreement between the two ahead of time.

23. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the owner.

24. By submission of this bid or proposal, the bidder certifies that:
   a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
   b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
   c. No attempt has been, nor will be, made to induce any other person, partnership, or corporation to submit, or not to submit, a bid or proposal.

25. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which, by the exercise of reasonable diligence, he is unable to prevent.

26. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representative that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

27. The contractor shall start work and complete all work during the requested time period. Contract Duration: 7/1/2019-6/30/2020, unless otherwise extended.

28. The successful bidder will provide the owner with a toll-free telephone number, or the acceptance of collect calls, during the duration of the contract if a toll call would normally be involved.

29. “Owner,” as referred to in this proposal, will be construed to mean the Participant.

30. The contractor shall provide the BRGPP with a certificate of insurance naming this program as additionally insured.
31. The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this IFB. Words used in this IFB shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this IFB. Unless otherwise specified in this IFB, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this IFB. No electronic responses may be submitted in response to this IFB.

32. Pricing: Price Limitation. The bidder must agree that no other customer of similar size and similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the BRGPP participants. The bidder must also agree to provide current or historical pricing offered or negotiated with other governmental or private entities at any time during the contract period upon the request of the contract manager.

33. Public Records. All responses and information submitted in response to this IFB are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

34. Subcontracting Policies. Prior approval of the BRGPP is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

35. If the contractor is unable to supply the required volume of their ice materials product, and the contract user purchases that ice materials product from another supplier, the contractor will be responsible to pay the price differential and any associated penalties incurred by the contract user. The contractor shall be responsible for the net cost difference between replacement fuel supply cost and the cost of the contracted ice materials product, plus any associated penalties, if the contractor is unable to fulfill the obligations for reasons other than force majeure. The BRGPP and its participants reserve the right to withhold that portion of the previous month's balance due to satisfy the contractor's obligation in this section.
ICE MATERIAL’S SPECIFICATIONS

A bidder may bid on all or a part of this bid.

Volume estimates provided on the Quantity Sheet are for informational purposes only. Actual quantities purchased may be more or less than these figures based on the severity of the winter, and if a unit does not have a quantity entered in the quantity sheet they are still eligible for the bid price.

For bidding purposes the Participants have been split into four price categories - Northern, Central, Southern, and the South Eastern, which includes communities outside of Berkshire County.

Attachment "1" is an estimated quantity for this bid.

c. Southern Berkshire District shall consist of the area for the following municipalities: Great Barrington

Delivery: Must be within two (2) working days with a three (3) day maximum of receipt of order, or upon other arrangements with the buyer.

All bids must be signed by an authorized representative of the bidding company.

Awarded vendor must agree to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, pursuant to MGL C111F SS8, 9, and 10, and the regulations contained in 441 CMR ss 21.06 when deliveries are made. Vendor agrees to deliver all containers properly labeled pursuant to MGL C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance, and may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances with the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of MGL are cautioned to obtain and read the reference chapter of the Massachusetts General Laws. A copy may be purchased from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834). Failure to comply with these requirements could result in the cancellation of the contract. OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for Sodium Chloride on file.
PART 3-FY20-13 WINTERTREATED SALT

(Granular Sodium Chloride Treated with Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer LMC/OBPE)

Scope: It is the intent of this specification to describe a mixture of Sodium Chloride Type “A” crushed rock salt treated with Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer. The liquid treatment is intended to enhance the performance of the regular rock salt over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flow-ability. The treated salt is intended to be used to facilitate snow and ice prevention and removal from roads and bridges.

Description: The finished product shall be composed of two primary constituents:

1) Crushed rock salt as described and specified in Section A below.
2) Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer

The two components shall be mixed to produce a finished product as described in Section C. The final product shall meet all the requirements described in Section D, also below.

Section A
Sodium Chloride Type “A” Crushed Rock Salt Specifications

The crushed rock salt used in the preparation of the final product shall meet the requirements in Part 1 of this bid for Rock Salt.

Section B
Liquid Magnesium Chloride with Liquid Organic Based Performance Enhancer LMC/OBPE

Material used for this component of the finished product shall be a blend of liquid magnesium chloride and OBPE sufficient to allow the finished material to meet the specific requirements and performance criterion listed below.

Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits as tested in accordance with general accepted industry standard analytic procedures. Results are stated as Parts Per Million (ppm). If the product exceeds any of the following concentrations then the bidder shall identify the exception(s) and explain any mitigating circumstances. BRGPP participants reserve the right to evaluate these exceptions and make a determination of product eligibility based on their best interests.

Note: ALL PRODUCTS MUST CONTAIN 250 PPM OR LESS PHOSPHORUS, NO DILUTIONS ALLOWED PRIOR TO PHOSPHORUS TESTING.

B.1 Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits as tested in accordance with the listed test methodology noted in Test Section. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. The BRGPP and its participants reserve the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the participants.
<table>
<thead>
<tr>
<th>Element</th>
<th>Concentration (ppm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phosphorus</td>
<td>250.00</td>
</tr>
<tr>
<td>Cyanide</td>
<td>0.20</td>
</tr>
<tr>
<td>Arsenic</td>
<td>5.00</td>
</tr>
<tr>
<td>Copper</td>
<td>4.00</td>
</tr>
<tr>
<td>Lead</td>
<td>1.00</td>
</tr>
<tr>
<td>Mercury</td>
<td>0.05</td>
</tr>
<tr>
<td>Chromium</td>
<td>0.50</td>
</tr>
<tr>
<td>Cadmium</td>
<td>0.20</td>
</tr>
<tr>
<td>Barium</td>
<td>10.00</td>
</tr>
<tr>
<td>Selenium</td>
<td>5.00</td>
</tr>
<tr>
<td>Zinc</td>
<td>10.00</td>
</tr>
<tr>
<td>Lead</td>
<td>1.00</td>
</tr>
<tr>
<td>Zinc</td>
<td>10.00</td>
</tr>
<tr>
<td>Mercury</td>
<td>0.05</td>
</tr>
</tbody>
</table>

B.2 pH - The pH of submitted liquid chemical products shall be 3.2 – 9.0. The pH limit of liquid chemical products may be waived by the participants. The right to waive the pH will be at the discretion of the participant. The decision to waive the pH requirement shall be in the best interest of the participants and shall be final.

B.3 Material shall contain a minimum of 13% MgCl2 by weight.

B.4 Material shall contain sufficient OBPE to produce a final material having a freezing point of -20 degrees F or lower.

B.5 A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.

B.6 A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride. (Determined by NACE (National Association of Corrosion Engineers) - Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters)).

B.7 This chemical product shall not contain greater than 4.0% (V/V) Total Settleable Solids and shall have ninety nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at 0 degrees F for 168 hours.

B.8 An independent certified analysis showing compliance with all the above requirements must be submitted with the bid along with an intended use statement for the product. Exceptions to the requirements must be stated and the BRGPP and the participants reserve the right to reject the product.

B.9 Bidder must complete and submit with bid a Material Safety Data Sheet (MSDS). Separate or additional flyers, product literature, etc. will be accepted in addition to a completed Material Safety Data Sheet (MSDS).

B.10 Environmental considerations: The bidder must provide as part of their bid response documentation that their product is ecologically safe and is in compliance with applicable MA Dept of Environmental Protection and U.S. Environmental Protection Agency regulations.
Section C
Mixing the Sodium Chloride and Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer LMC/OBPE

The materials described in Section A and Section B above shall be mixed as described in this section to produce the finished product. Mixing procedures shall comply with all requirements described in this section.

1. The BRGPP, or any of its participants, reserves the right to take samples from the contractor’s stockpile or transfer point before the salt is mixed with the Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer. Both salt and liquid samples may be taken.

2. The contractor will thoroughly mix a minimum of 8 gallons of Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer per ton of salt. The contractor will ensure a consistent thorough mix (e.g. spray system, pugmill, conveyor) so that there is maximum coverage of the liquid on the salt crystals and will specify the mix method in the bid. Trucks must be weighed on certified scale with printout after loading the final product (salt and liquid mixture) and prior to delivery destination. The weight ticket shall include the net weight of the final product and the stockpile source. The certification must bear the weighmaster’s signature. Handwritten weights are not acceptable. All shipments of finished product shall be accompanied by a ticket indicating the amount of Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer mixed in the finished product. This amount will be indicated on the ticket by Gallons. The amount of gallons shall be recorded by a printing device or handwritten. The finished product shall be shipped via bulk delivery. Trucks delivering the mixture shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material. Torn or ripped covers may be cause for rejection of the shipment.

3. The BRGPP and all participants reserve the right to, at any time, inspect the operation to take salt and liquid samples, to ensure that the proper amount of liquid is being applied and that the mix method is appropriate.

Section D
Final Product: Rock Salt treated with Liquid Magnesium Chloride/ Liquid Organic Based Performance Enhancer LMC/OBPE

The Treated Salt shall meet the following requirements:

1. CONTAMINATION
Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt.

2. FLOWABILITY
Properly stored product (covered or inside storage) shall be uniform and free flowing in a manner consistent with its intended use and shall show no objectionable clumping or caking.

3. LEACHING
Properly stored product (covered or inside storage) shall show no indication of objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.
4. CHEMICAL COMPOSITION
   Shall be not less than 91.2% Sodium Chloride. Percent of Sodium Chloride shall be
determined as follows: Apparent total % of Sodium Chloride content shall be determined in
accordance with current ASTM-D-632. Magnesium and Calcium content shall be determined in
accordance with ASTM E-534 and computed as % Magnesium Chloride and % Calcium
Chloride respectively. % Sodium Chloride shall then be computed as follows:
% Sodium Chloride = % Apparent Sodium Chloride - (% Magnesium Chloride + % Calcium
Chloride)

5. SIZE GRADING
   The salt, when tested using sieves as described in ASTM-C-136 (*) shall conform to the
following requirements for particle size distribution:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing (**)</th>
</tr>
</thead>
<tbody>
<tr>
<td>½&quot; - (12.5 MM)</td>
<td>100</td>
</tr>
<tr>
<td>3/8&quot; - (9.5 MM)</td>
<td>95 - 100</td>
</tr>
<tr>
<td>No. 4 - (4.75 MM)</td>
<td>20 - 90</td>
</tr>
<tr>
<td>No. 8 - (2.36 MM)</td>
<td>10 - 60</td>
</tr>
<tr>
<td>No. 30 - (600 Microns)</td>
<td>0 - 15</td>
</tr>
</tbody>
</table>

* - A drying temperature of 110ºC ± 5ºC should be used.

** - Tolerance of 5 percentage points on the maximum value of the range for each sieve except
½" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

6. MOISTURE CONTENT
   Moisture content shall not exceed 4.8% when determined as follows:
   
   \[
   \text{% Moisture} = \frac{(W1 - W2)}{(W1)} \times 100
   \]

   where: W1 = Initial weight of sample
   W2 = Weight of sample after drying to a constant weight at 110ºC ± 5ºC.

7. SAMPLING
   Sampling shall be done in accordance with current ASTM-D632. The BRGPP, or any of the
participants, reserves the right to take samples from the contractor’s stockpile or transfer point.

8. ACCEPTANCE
   The treated salt may be rejected if it fails to conform to any of the requirements of this
specification.

9. NON-COMPLYING PRODUCT - PRICE DEDUCTIONS
   9.1 Non-Complying Product - Price Deduction - Moisture

   If the moisture content of the treated salt is found to be above 5.3%, a deduction for
moisture content will be made from the delivered bid price based on the following
formula:

   \[
   \text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.106 - 2x)
   \]

   where: X = Moisture content of the sample (expressed as the decimal equivalent of the
percentage of the original sample weight to the nearest 1%)
9.2 Non-Complying Product - Price Deduction - Gradation (Particle Size Distribution)

If, after delivery, the gradation of the treated salt is found to be out of tolerance, a deduction from the price shall be made based on the following formula:

\[
\text{Reduced Price/Ton} = \text{Delivered Contract Price} \times (1.00 - Y)
\]

where: \(Y\) = the decimal equivalent of the total % out of gradation. The % out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as \(Y\).

9.3 General- A non-complying product - price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers salt found to be above 2% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

10. CALCULATIONS

Calculations performed relative to this specification shall be made using the rounding off method of “ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values”.

11. SPILLAGE

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed the member towns because of pollution resulting from such spillage shall be borne by the vendor.

GENERAL TERMS AND CONDITIONS

DELIVERIES

All materials must be covered during transit with canvas or other suitable material and must be delivered in a dry condition. Sodium Chloride will be considered to be in a dry condition only when the moisture content does not exceed one percent (1.0%) by weight. Moisture content over one percent (1.0%) shall be considered excess. Moisture content over one and one half percent (1.5%) by weight, may, in the judgment of the Buyer, be cause for rejection of the material. (If Solar Salt is accepted by a Town in the event of a shortage of rock salt, moisture content shall be acceptable up to two and one half percent (2.5%) by weight. Solar salt moisture content in excess of three percent (3%) shall be cause for rejection.)

Delivery of salt and snow/ice control agents are subject to "Prompt Delivery". Deliveries will be made within One to Three Days from Buyer's notification of confirmed order. Within three (3) hours of the order being placed by the municipality, the Vendor must be able to tell the municipality the day & time of the delivery.

PRICING

Bidders shall submit net unit prices DELIVERED per ton as specified on the proposed bid sheets. Said unit prices shall include all freight or transportation costs. All delivered materials will be F.O.B. Destination to any municipal location within the member towns’ borders. The BRGPP strictly prohibits the unilateral imposition of additional surcharges on the participating communities at any point during the contract period.
PERFORMANCE OF THE WORK

Successful Bidders shall give their personal attention to the faithful performance of the work, shall keep the work under their personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any portion thereof without the previous written consent of the Buyer.

Successful Bidders shall furnish and deliver the product when so directed by the Buyer and shall thereafter continue making deliveries at such locations and in accordance with such schedules as the Buyer may prescribe.

If, at any time, satisfactory performance has not been made by a successful Bidder, it shall increase the quantity of vehicles, equipment and/or efforts to such an extent as may be deemed necessary by the Buyer.

If, at any time, the Buyer is of the opinion that the work or any part therefore is unnecessarily or unreasonably delayed, or if a successful Bidder fails to furnish and deliver the appropriate product on order, or has violated any of the provisions of the Specifications, the Buyer may notify the successful Bidder to discontinue deliveries. At that point, the Buyer may cancel outstanding orders and may secure needed supply from other sources or vendors. In such a case, the defaulted Vendor shall be responsible for any additional cost incurred and expense suffered by the Buyer as a result of its action.

AWARD

Bidders are required to present evidence that the vendor has on hand at all times, substantial supplies of Rock Salt and/or other products requested in this Bid, and to provide the locations of the Vendors supply depots. Both will be taken into consideration of award to ensure acceptable delivery capability. Depot locations will also have on site the manpower and equipment throughout the season to perform delivery service. When required, the Vendor shall provide the Buyer with information showing the location of all sources of supply and shall notify the Buyer of any new source the Vendor intends to use during contract term.

The Bid Award(s) for the purchase of salt products will be made to the vendor(s) whose price, past performance, product quality and suitability are determined by the individual town to be in their best interest. Buyer reserves the right to award to more than one bidder.

In the event the Vendor cannot make delivery of the quantities of salt to specified locations within an acceptable time frame, the Buyer reserves the right to purchase such quantities of salt on the open market as it may require to fulfill its needs and all additional costs including, but not limited to, expenses, losses and damages shall be paid to the Buyer by the Vendor.

The participants will deal with the vendor under contract, not a subcontractor of the vendor.

Furthermore, the Buyer reserves the right to purchase such quantities of salt on open market as it may be required to fulfill its needs in the event salt shipments are not clean, free-flowing, dry and in a usable condition. All additional costs including, but not limited to, expenses, losses and damages shall be paid to Buyer by the Vendor.
All quotes are to be in DOLLARS PER TON. Maximum allowed two decimals. Awards are by town. It is not required that a company bid on all towns.

**Delivered** Prices (unless pick-up price is specified).

**Section A -** Liquid Magnesium Chloride and 50% Distiller Soluble “Ice B Gone I/Magic-O” or Equal
**Mixed w/ Sodium Chloride Crushed Rock Salt and delivered**

<table>
<thead>
<tr>
<th>TOWN</th>
<th>Est. Yearly VOLUME in TONS</th>
<th>Price Per TON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Great Barrington</td>
<td>2,500</td>
<td></td>
</tr>
</tbody>
</table>

Total 2,500
I/We hereby agree to provide product and services for which we have provided pricing in accordance with the specifications in this bid. We attest that we will have quantities available in at least the amount of 150% of the estimated volumes provided and have at least two trucks available for delivery of Winter Sand product to the participants. **If I/we have not held a contract with the BRGPP before for Winter Sand, we have provided a list of Four Municipal references with current contact name/phone number.**

Authorized Signature: ___________________________ Printed Name: _______________________

Company Name: * _______________________________ Date: _____________________________

Postal Address: _______________________________ Email Address: _______________________

________________________________ Zip: ____________ Phone: __________________________

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

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

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

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

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

The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Worker’s Compensation, Bodily Injury Liability, Property Damage, General Liability Insurance, including contractual liability coverage, and Excess/Umbrella Liability. All insurance shall be by insurers and for policy limits acceptable to the Council and before commencement of work hereunder the Contractor agrees to furnish the Council certificates of insurance or other evidence satisfactory to the Council to the effect that such insurance has been procured and is in force.

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS OF LIABILITY</th>
</tr>
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<tbody>
<tr>
<td>Worker’s Compensation</td>
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<td>$1,000,000.00 each occurrence</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

The Berkshire Regional Group Purchasing Program and all participating Towns shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

FOR CONTRACTS FOR MATERIALS DELIVERED BY AN INDEPENDENT TRUCKING COMPANY, THE TRUCKING COMPANY’S AUTO LIABILITY AND PROPERTY DAMAGE CERTIFICATES MUST BE INCLUDED WITH THE BIDDER’S AT TIME OF CONTRACT SIGNING.
WINTER MATERIALS BID 2019-2020
MATERIAL’S CERTIFICATION FORM

DATE: _______________________

I hereby certify that all products delivered under this bid will meet the appropriate ASTM and/or MassDOT Standards for the size and product(s) furnished and will be from the sampled stockpile(s) or from other stockpiles generated by the same pit source, screening, and washing process.

Authorized Official’s Signature: ________________________________

NAME: ________________________________________

COMPANY: ______________________________________

ADDRESS: _______________________________________

PHONE #: _______________________________________

FAX #: _________________________________________

EMAIL ADDRESS: ________________________________
The Contract Agreement (hereinafter known as the CONTRACT) presented below is the document which will constitute the professional service contract between the successful bidder (herein after known as the VENDOR) and the Berkshire Regional Group Purchasing Program (hereinafter known as the BRGPP) along with its participating municipalities and/or other member entities, and along with the bidding documents to present a fair representation of the contract in which the successful bidder will work. Please notice that the Contract Agreement incorporates by reference all the terms, specifications, and conditions of the bid.

---

**Berkshire Regional Group Purchasing Program & its Participants**

**CONTRACT AGREEMENT**

This agreement entered into by and between the BRGPP, duly organized under the laws of the Commonwealth of Massachusetts, acting on behalf of the participating districts, cities and towns of the Program (hereinafter referred to as the “PARTICIPANT”), as described under Part 1-General Instructions to Bidders, (Paragraph 1, of this bid), acting through the BRGPP, and the VENDOR, a duly established corporation or business entity, hereby being

<table>
<thead>
<tr>
<th>ABC Contracting</th>
<th>Xyz street</th>
<th>Anytown, MA</th>
<th>Tax ID #</th>
<th>Phone #</th>
</tr>
</thead>
</table>

**WITNESSETH:**

**WHEREAS**, the PARTICIPANT desires to engage the VENDOR to render certain goods and/or services in connection with the undertakings of the PARTICIPANT and,

**WHEREAS**, the VENDOR is ready, willing and able to provide such goods and/or services,

NOW THEREFORE, the parties hereto mutually agree as follows:

**Scope of Service**: The VENDOR shall perform all the necessary services provided under this CONTRACT as described herein. See Part I (Part I INCLUDES BY REFERENCE ALL BID DOCUMENTATION ATTACHED AND MARKED "Part I"). VENDOR TO PERFORM SERVICES AS SPECIFIED IN Part I.

**Time of Performance**: The services of the VENDOR are effective as of July 1, 2019, and shall proceed to commencement upon July 22, 2019, and are to be undertaken in a sequence as to assure their expeditious completion in light of the purpose of this CONTRACT and shall continue until all such projects are completed or by June 30, 2020. Any work to be performed upon the project beyond the completion date will not proceed unless the VENDOR has obtained prior written consent from an authorized agent of the BRGPP.
**Compensation and Method of Payment:** Said item will be made within thirty (30) calendar days of written invoice by Vendor to the PARTICIPANT, following acceptance of merchandise under this contract.

**Part II - Terms and Conditions:** This CONTRACT is subject to and hereby incorporates the following provisions as general terms and conditions thereto -

1. **TERMINATION OF CONTRACT FOR CAUSE** - If, through any cause, the VENDOR shall fail to fulfill in timely or proper manner his obligations under this CONTRACT, or if the VENDOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the PARTICIPANT shall thereupon have the right to terminate this CONTRACT, by giving written notice to the VENDOR of such termination and specifying the effective date of termination.

Notwithstanding the above, the VENDOR shall not be relieved of liability to the PARTICIPANT by virtue of any breach of the CONTRACT by the VENDOR and the PARTICIPANT may withhold payments to the VENDOR for the purposes of set off until such time as the exact amount of damages due the PARTICIPANT from the VENDOR is determined.

2. **TERMINATION FOR CONVENIENCE OF THE PARTICIPANT** - The PARTICIPANT may terminate this CONTRACT any time by a notice in writing from the PARTICIPANT to the VENDOR. If the Contract is terminated by the PARTICIPANT as provided herein, the VENDOR will be paid an amount which bears the same ratio to the total compensation of the services of the VENDOR covered by this CONTRACT, less payments of compensation previously made.

3. **INDEPENDENT CONTRACTOR** - The parties agree that VENDOR shall operate as an independent contractor pursuant to the CONTRACT and shall not, by virtue thereof become an employee of the PARTICIPANT, nor shall he be entitled to any of the benefits of such employment.

4. **COMPLIANCE WITH LOCAL LAWS** - The VENDOR shall comply with all applicable laws, ordinances, and regulations of the Federal State, and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this CONTRACT.

5. **ASSIGNABILITY** - The VENDOR shall not assign any interest in this CONTRACT, and shall not transfer any interest in the same (whether by agreement or notation) without the prior written approval of the PARTICIPANT: Provided, however, that claims for money or to become due the VENDOR from the PARTICIPANT under this CONTRACT may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the PARTICIPANT.
6. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE PARTICIPANT, MEMBER OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS - No member, officer, or employee of the PARTICIPANT, or its designees or agents, no member of the locality in which the project is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project during this tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this CONTRACT.

7. RELEASE OF INFORMATION - No information or material gathered under this CONTRACT shall be made available to any individual or organization without the prior written approval of the PARTICIPANT.

8. INDEMNITY - The VENDOR agrees to indemnify the PARTICIPANT, its successors or assigns, against all judgments, decrees, costs, and litigation expenses resulting from infringement of any United States patent covering any article or method of work to be supplied hereunder or the customary use of such articles or methods of work. The VENDOR shall promptly inform the BRGPP in writing of any patent infringement suit which is filed against it and as to which vendor is obligated to indemnify hereunder, and shall give the VENDOR an opportunity to defend said suit at its own expense.

9. INSURANCE REQUIREMENTS –Per below as taken from the bid specifications for this category of product(s).

The VENDOR shall at all times during the CONTRACT maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the BRGPP and before commencement of work hereunder. The VENDOR agrees to furnish the BRGPP Certificates of Insurance or other evidence satisfactory to the BRGPP to the effect that such insurance has been procured and is in force. The BRGPP and the participating towns shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

For the purpose of the CONTRACT, the VENDOR shall carry the following types of insurance in at least the minimum amounts specified below:

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<td>Excess Umbrella Liability</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>
GUARANTEES BY THE CONTRACTOR

The VENDOR guarantees:

1. Their products against defective materials or workmanship and to repair or replace any damages or marring occasioned in transit.
2. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workers are responsible, to the building or equipment, to his own work or to the work of other contractors.
3. To carry adequate insurance to protect the participant from loss in the case of accident, fire or theft.
4. That all deliveries of materials shall be equal to any accepted bid sample.

Any merchandise provided under the CONTRACT which is or becomes defective during the guarantee period shall be replaced by the VENDOR free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year unless otherwise stated in the specifications, from the date of acceptance by the PARTICIPANT). The VENDOR shall make any replacement immediately upon receiving notice from the PARTICIPANT.

==================================================================

VENDOR:

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<tr>
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<td>Anytown, MA</td>
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<tr>
<td>Tax ID #</td>
</tr>
<tr>
<td>Phone #</td>
</tr>
</tbody>
</table>

BY: ______________________________________________________________  Date: ___________________

Authorized Signature

Typed or printed name of authorized person

Title

WITNESS: ____________________________

BERKSHIRE REGIONAL GROUP PURCHASING PROGRAM:

BY: ______________________________________________________________  Date

Matthew Dovell MCPPO
CERTIFICATE OF CORPORATE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

____________________________________________________________________

held on __________________________ at which all the Directors were
(Date)
present or waived notice, it was VOTED, that
____________________________________________________________________  (Name of
Officer)                                               (Title of Officer)
of this company, be and hereby is authorized to execute contracts and
bonds in the name and behalf of said company, and affix its corporate
seal thereto; and such execution of any contract or obligation in this
company’s name on its behalf such ________________________________
under seal of the company, shall be valid and binding upon this company.

A true copy.

ATTEST:   ______________________________
       (Clerk)

________________________________________
       (typed name of clerk)

Place of Business:    ____________________________________________________

Street                City        State Zip

I hereby certify that I am the clerk of the ________________________________

and that ________________________________ is the duly elected
____________________________________________ of said company, and that the
above vote has not been amended or rescinded and remains in full
force and effect as of the date of this contract.

_____________________________________
       (Clerk)
Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date ____________________

____________________________________
Authorized Official’s Signature

____________________________________
Typed or Printed Name of Person Signing

____________________________________
Company or Corporation

____________________________________
Name and Tel # of Person who will be filling out the Quarterly Reports
Chapter 233 (Sections 35 & 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of good and/or services to attest under the penalty of perjury that he is in compliance with all laws of the Commonwealth relating to taxes.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of Perjury that I, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, the filing of all state tax returns and paid all state taxes as required under the law, and as to the reporting of employees and contractors, and withholding and remitting for child support.

Corporate Name: ___________________________________________________

Social Security Number or Federal ID Number: _________________________

Authorized Official’s Signature: _______________________________________

Typed or Printed Name of Signatory: _________________________________

Title: _____________________________________________________________

Date: ______________________
<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams</td>
<td>Tim Cota</td>
<td>413-743-8325</td>
</tr>
<tr>
<td>Alford</td>
<td>Monty Green</td>
<td>413-528-6327</td>
</tr>
<tr>
<td>Becket</td>
<td>Chris Bouchard</td>
<td>413-623-8988</td>
</tr>
<tr>
<td>Cheshire</td>
<td>Blair Crane</td>
<td>413-743-3376</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>Kyle Hurlbut</td>
<td>413-663-3451</td>
</tr>
<tr>
<td>Dalton</td>
<td>John Roughly</td>
<td>413-684-6115</td>
</tr>
<tr>
<td>Egremont</td>
<td>Jim Noe</td>
<td>413-528-1106</td>
</tr>
<tr>
<td>Great Barrington</td>
<td>Sean VanDeusen</td>
<td>413-528-0867</td>
</tr>
<tr>
<td>Lanesborough</td>
<td>William Decelles</td>
<td>413-443-1921</td>
</tr>
<tr>
<td>Lee</td>
<td>Matt Larson</td>
<td>413-243-5520</td>
</tr>
<tr>
<td>Lenox</td>
<td>Bill Gop</td>
<td>413-637-5525</td>
</tr>
<tr>
<td>Monterey</td>
<td>Shawn Tryon</td>
<td>413-528-1734</td>
</tr>
<tr>
<td>Mt. Washington</td>
<td>Jonathan Hoskins</td>
<td>413-528-2730</td>
</tr>
<tr>
<td>New Ashford</td>
<td>Keith Lacasse</td>
<td>413-212-2639</td>
</tr>
<tr>
<td>New Marlborough</td>
<td>Charles Loring</td>
<td>413-229-8165</td>
</tr>
<tr>
<td>North Adams</td>
<td>Paul Markland</td>
<td>413-652-3162</td>
</tr>
<tr>
<td>Otis</td>
<td>Derek Poirer</td>
<td>413-269-0106</td>
</tr>
<tr>
<td>Peru</td>
<td>Justin Russell</td>
<td>413-655-8224</td>
</tr>
<tr>
<td>Pittsfield</td>
<td>Dan Ostrander</td>
<td>413-499-9314</td>
</tr>
<tr>
<td>Richmond</td>
<td>Pete Beckwith</td>
<td>413-698-3833</td>
</tr>
<tr>
<td>Savoy</td>
<td>Daniel LaBonte</td>
<td>413-743-1286</td>
</tr>
<tr>
<td>Sheffield</td>
<td>Ed Pickett</td>
<td>413-229-7000</td>
</tr>
<tr>
<td>Stockbridge</td>
<td>Len Tisdale</td>
<td>413-298-5506</td>
</tr>
<tr>
<td>Tyringham</td>
<td>Noah Choquette</td>
<td>413-243-1749</td>
</tr>
<tr>
<td>Washington</td>
<td>Tom Johnson</td>
<td>413-623-8383</td>
</tr>
<tr>
<td>Williamstown</td>
<td>Chris Lemoine</td>
<td>413-458-5159</td>
</tr>
<tr>
<td>Windsor</td>
<td>Dave Laviolette</td>
<td>413-684-3811</td>
</tr>
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</table>