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 bid, clearly marked “Calcium and Magnesium Chloride Bid FY20-03” 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 Tuesday, July 9, 2019 at 11:00AM, after which time they will be taken to the second floor Conference Room 218 where they will be publicly opened and read aloud. Specifications and instructions for all bids may be obtained through BRPC at the above address, or by emailing mdovell@berkshireplanning.org.

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 BRPC will also apply. A 1.5% administrative fee based on the total contract price also applies.

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
1. The period of this bid will be from July 1, 2019 to June 30, 2020, and shall be for use by the towns for highway dust control during the summer and for road clearing during the winter.

   • The calcium chloride in 50 lb bags shall be in flake form and shall conform to the requirements of AASHTO M-144. The calcium chloride in liquid form shall be in 32%-34% solution.

   • The magnesium chloride 50 lb bags shall be in flake form and the liquid shall be a 30% solution of Magnesium Chloride Hexahydrate.

   • The “Safe Bind ®”30/70 blend shall be pursuant to this manufacturer’s specifications or the bidder must attach the material specifications to your bid for any brand other than Safe Bind ®, else the bid shall be deemed incomplete. Each participant may accept an Equivalent at their own discretion based upon their needs.

   All shall be suitable for effective dust and erosion control on unimproved (dirt or gravel) roads.

3. The participants for this bid are listed on the Bid Form. Delivered prices will only be available to those participants. All BRGPP Cooperative Highway Program participants shall be allowed to purchase bulk product at the picked up price if the vendor has sufficient quantity.

4. Bidders should submit bids on the bid form and may bid on one or more of the categories. Expected volumes for each category are listed on the bid form. Volumes are for informational purposes only. Actual volumes may be more or less than these estimates. Only one award will be made per category.

5. The awarded vendor must be capable of making small quantity deliveries.

6. All orders are to be delivered to the desired location of the participating municipality within 7 days from the receipt of the purchase order.

7. All purchase orders will be forwarded directly to the awarded bidder by the participating municipality. More than one such order may be placed by a municipality within the contract period. Each municipality will be responsible for the payment of their invoices within 30 days of delivery.

8. Bidders must be prepared to satisfy the collective towns and the BRGPP as to the company’s reliability and quality of the product. Bidders must have sufficient capacity to supply the towns’ needs and the BRGPP has the right to investigate the bidder’s capacity before awarding the contract. A determination that the bidder does not have enough capacity to supply the bid items may result in award to the next responsive and responsible bidder.
9. Bid awards will be by decision of the towns participating in this bid.

10. The BRGPP will in no way assume responsibility for the actions of the participating towns.

11. Distance to pick up location will be considered when awarding for products picked up.

12. INSURANCE REQUIREMENTS – Required for Delivered/Applied in Place Products

Contracts Only

The Contractor 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 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.

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

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory **</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000.00 combined single limit for bodily injury and property damage</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$3,000,000.00 aggregate</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

** A “Workers Compensation Insurance Affidavit: General Business” as issued by the Massachusetts Department of Industrial Accidents will be required of the winning bidder(s) at contract signing. See http://www.mass.gov/lwd/docs/dia/forms/f-aff-general.pdf

The BRGPP and the participating municipalities 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.

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.

You must have the following completed documents in the bid package in order to meet the minimum requirement:

- Bid Form
- Bid Signature Page
- Signed Tax Compliance Certification form
- Signed Non-Collusion form
- Product Specifications (if proposing a different brand vs. what is specified herein for the applicable section thereto)
GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out signed BID FORM and also a properly executed Tax Compliance/Non-Collusion Form.

2. 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 arriving after the time and date of bid opening will not be accepted.

3. As the BRGPP and all participating towns are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.

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 40 days from bid opening.

5. The BRGPP and the joint Cooperative Purchasing 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. Any inferior or damaged product, as determined by the Purchasing Department, will be replaced at the total expense of the SELLER.

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

9. The Contract Agreement is on file at the BRGPP, 10 Main Street, Room 219, North Adams, MA 01247. The contract will include but not be limited to all general and specific conditions contained in the Invitation For Bid, all changes, and the BID FORM submitted by the awarded bidder.

10. A contract (or contracts) will be signed between the awarded bidder(s) and the BRGPP, acting on behalf of the participating towns. If a specific town is mentioned in the contract, that town will be bound by the conditions of the contract. If a town has an existing contract for the bid item, the existing contract shall take precedence.

11. Once bids are opened, the BRGPP will forward the information to participants. Bids will be awarded based on the choice of the participating Towns. Location of plant for pick up may factor into the town’s award for the bulk product. Multiple contracts may be awarded to meet the needs of individual towns.

12. The contract(s) resulting from this bid will be awarded to the lowest price responsible and responsive bidder taking into consideration past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form.

13. The BRGPP will in no way be responsible for the actions of the participating Towns. Payments of invoices will be made within 30 days upon receipt of invoice by each town which requested services.

14. Seller agrees to file a quarterly report of the total amount of money spent by each participating entity under this contract. Each report shall be filed with the BRGPP and is due twenty-one days after the end of the quarter.
15. An administrative fee of 1.5% to BRGPP shall be paid based on the total contract price of this bid.
## Highway Department Contacts

<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>
</tbody>
</table>
A. Liquid Calcium Chloride Delivered in Bulk

<table>
<thead>
<tr>
<th>Town</th>
<th>Gallons Delivered</th>
<th>Tank Size (Gal)</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheshire</td>
<td>3,000</td>
<td>6,000</td>
<td>$______________</td>
</tr>
</tbody>
</table>

Total Estimate 3,000 gallons

Total Estimated Value of Section A $____________

B. Liquid Calcium Chloride Applied-in-Place

<table>
<thead>
<tr>
<th>Town</th>
<th>Gallons Delivered</th>
<th>Tank Size (Gal)</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richmond</td>
<td>10,000 gallons</td>
<td>1,500</td>
<td>$______________</td>
</tr>
</tbody>
</table>

Total Estimate 10,000 gallons

Total Estimated Value of Section B Applied In Place $____________

C. Liquid Magnesium Chloride Delivered in Bulk

<table>
<thead>
<tr>
<th>Town</th>
<th>Gallons Delivered</th>
<th>Tank Size (Gal)</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheffield</td>
<td>2,000</td>
<td>2,000</td>
<td>$______________</td>
</tr>
<tr>
<td>Williamstown</td>
<td>6,000</td>
<td>4,600</td>
<td>$______________</td>
</tr>
</tbody>
</table>

Total Estimate 6,000 gallons

Total Estimated Value of Section C $____________

D. Calcium Chloride in 50 lb. Bags

Price per 50 lb bag* PICKED UP at vendor’s location

<table>
<thead>
<tr>
<th>Town</th>
<th>Gallons Delivered</th>
<th>Tank Size (Gal)</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stockbridge</td>
<td>100 bags</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Even if the vendor’s bags are less than 50 lbs, the price must be given per 50 lbs, not per bag.

Total Estimate 150 bags

Total Estimated Value of Section D $____________

E. Calcium chloride in 50 lbs Bags

Price per 50lb bag *DELIVERED* to customer’s location

<table>
<thead>
<tr>
<th>Town</th>
<th>Gallons Delivered</th>
<th>Tank Size (Gal)</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheshire</td>
<td>50 bags</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monterey</td>
<td>100 bags</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimate 150 bags

$____________
<table>
<thead>
<tr>
<th>Town</th>
<th>Gallons Delivered</th>
<th>Tank Size (Gal)</th>
<th>Price Per Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Becket</td>
<td>1,200</td>
<td>1,200</td>
<td>$_______________</td>
</tr>
<tr>
<td>New Marlborough</td>
<td>10,000</td>
<td>10,000</td>
<td>$_______________</td>
</tr>
</tbody>
</table>

Total Estimate 11,200 gallons

Total Estimated Value of Section E $______________

F. Safe Bind ®”30/70 or Equal

Total Estimated Value of Section A $______________

Total Value of A though F $____________________

Administrative Fee 1.5% $____________________

Total Value of A though E with Administrative Fee $______________
Towns may choose to reject a company based on location for **picked-up** product.

Location of Plant______________________________________________________

COMPANY NAME______________________________________________________

I have received and acknowledge, if appropriate: (circle all that apply)

<table>
<thead>
<tr>
<th>ADDENDUM 1</th>
<th>ADDENDUM 2</th>
<th>ADDENDUM 3</th>
</tr>
</thead>
</table>

**ALTERNATIVE PRODUCT BIDS**

**I. If you are bidding an Or Equal product to the specified products (A through C), fill out this section of the Bid Form.**

Please provide a brief summary of the product information here and enclose a brochure. Summary should also explain the purposes of the product.

____________________________________________________________________________________

Can this product be delivered to the container previously used for (y/n)______Calcium Chloride? (y/n)________Magnesium Chloride?

Is there a Minimum Delivery Amount Required?____________________________________________

What is the lead time for delivery?_______________ Price Per Gallon $____________________

Company Name ________________________________________________________________

**II. If you are bidding an Or Equal product to the “Safe Bind” specified product, fill out this section of the Bid Form.**

Please provide a brief summary of the product information here and enclose a brochure. Summary should also explain the purposes of the product.

____________________________________________________________________________________

Can this product be delivered to the container previously used for (y/n)______Calcium Chloride? (y/n)________Magnesium Chloride?

Is there a Minimum Delivery Amount Required?____________________________________________

What is the lead time for delivery?_______________ Price Per Gallon $____________________

Company Name ________________________________________________________________
I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid.

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 ___
TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements as shown on the following two pages shall not be awarded this contract due to submission of an incomplete bid.
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: ______________________
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