

Berkshire Regional Group Purchasing Program 2021-22 (FY22)



Invitation for Bids Highway Supplies & Services

FY22-07 Line Painting

The Berkshire Regional Group Purchasing Program (BRGPP) is inviting bids on behalf of participating municipalities as part of the 2021 – 2022 (FY22) Cooperative Highway Bid Program.

The **sealed bids**, plainly marked **“FY22-07 Line Painting Bid”** in the lower left corner of the envelope, must be mailed to:

**BRGPP c/o Berkshire Regional Planning Commission
1 Fenn Street, Suite 201
Pittsfield, MA 01201**

Bids will be received until **3:00 p.m., on Thursday May 27, 2021**, when they will be opened publicly and read aloud.

Specifications and instructions for all bids may be obtained by calling (413) 442-1521 x 54, or by emailing rslick@berkshireplanning.org.

BRPC and BRGPP are Equal Opportunity/Affirmative Action Employers. Wage rates are subject to the minimum prevailing wage rates per M.G.L. Chapter 149, § 26 through § 27. M.G.L. Chapter 30 § 39M and Chapter 30B will also apply. An administrative fee equal to 1.5% of the total contract price will be collected by BRGPP.

BRGPP, 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,
Rebecca Slick, BRGPP Coordinator

General Instructions to Bidders

1. All bids must contain a filled out signed BID FORM and a properly executed Tax Compliance/Non-Collusion Form, Debarment Form and signed OSHA certification. All of this information can be found within the contents of the Invitation for Bid. Minor defects on a bid submittal may be waived by the BRGPP as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the BRGPP.
2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may 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 Berkshire Regional Group Purchasing Program (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 contractor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
7. The contractor will be required to indemnify and hold harmless the BRGPP for all damages to life and property that may occur due to contractor's negligence or that of his/her employees, subcontractors, etc., during the contract.
8. If in the judgment of the BRGPP, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.

9. Any inferior or damaged product, as determined by the BRGPP, will be replaced at the total expense of the CONTRACTOR.
10. This bid will only be made available to participating towns. The awarded vendor(s) must get permission from the BRGPP before offering this bid pricing to any town not listed on the Bid Form. The participants include the towns of: Florida, Cheshire, Clarksburg, North Adams, Williamstown, Dalton, Lanesborough, Peru, Richmond, Washington, Windsor, Alford, Becket, Egremont, Lee, Monterey, Mt. Washington, Otis, Sheffield, Stockbridge, Tyringham, and West Stockbridge. Any other BRGPP participant may only utilize this contract with the written permission of the BRGPP and the contracted vendor.
11. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.
12. The Contract Agreement will be on file at the BRGPP care/of the BRPC. 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.
13. Bidders are encouraged to contact the individual Town Highway Superintendents prior to the bid to obtain more specific information about that town's needs with respect to a particular bid.
14. 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.
15. Each municipality is responsible for payment of their own invoices. All awards are dependent on the municipalities receiving appropriate funding for the projects.
16. Once bids are opened, the BRGPP will forward the information to participants. Bids will be awarded based on the acceptance of the participating Towns.
17. The contract(s) resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form.

- 18.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.
- 19.The BRGPP will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:
- Rebecca Slick
413-442-1521 Ext 54
rslick@berkshireplanning.org
- 20.Police or Flagging Detail is the responsibility of the municipality.
- 21.MassDOT prequalification is required to participate in this bid.
- 22.The BRGPP does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities.
- 23.If this Contractor has not performed this work for the BRGPP in the past, the Contractor must submit with their bid a list of six (6) jobs which they have successfully completed, giving the name and address of the projects so that they may be referenced prior to the award of the contract.
- 24.When the Highway Superintendents call to schedule their jobs, they are to be placed in a considerate order and not be postponed for scheduling their job(s). Jobs cannot be postponed for more than two (2) weeks from the originally scheduled date agreed upon between the Highway Supervisor and the company. Postponing jobs past the two (2) week original time agreed upon could result in potential rejection of the company from future bid awards because of lack of responsiveness and/or poor service.
- 25.All awards are dependent on the municipalities receiving funding for the projects.
- 26.All awards shall be subject to an administrative fee of 1.5% This fee shall be assessed on the total contract price.

FY21-07 Line Painting Bid Specifications

1. The contract period shall be from July 1, 2021 to June 30, 2022.
2. A list of the participants, along with their usage estimates in terms of feet, is enclosed. These estimates are for information purposes only and actual volumes may be more or less than these estimates. Any municipality not listed may only participate in this bid by permission of the BRGPP.
3. Specifications for materials and services shall conform to Section III.87 for the MassDOT Standard Specifications for Highways and Bridges 2020 Edition: <https://www.mass.gov/doc/2020-standard-specifications-for-highways-and-bridges/download>
4. Thermoplastic and water-borne materials shall meet the appropriate requirements specified in the following subsections of Division III Materials:

Paint Type	Specification
General requirements for paints & protective coatings	M7.00.00
White Thermoplastic reflectorized pavement markings	M7.01.03
Yellow Thermoplastic reflectorized Pavement marking	M7.01.04
Water-borne Fast drying white traffic paint	M7.01.23
Water-borne Fast drying yellow traffic paint	M7.01.24

5. Chlorinated rubber low VOC material must conform to current VOC regulations as well as NH cold weather specification OR EQUAL. Vendor must submit MSDS sheet for their product with their bid.
6. All warning signs and traffic devices as required shall be in accordance with MassDOT standards.
7. Markings shall be applied only in seasonable weather in accordance with good painting practices. The surface shall be dry and free of sand, grease, oil

and other foreign substances prior to application. The contractor shall prepare the surface to accept the application as part of the bid price, with no additional compensation.

8. Paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres shall be evenly dispersed to wet a film thickness of 15 +/- 1 mils (110-115 square feet per gallon) at an equivalent rate of 6 pounds per gallon. There shall be no pickup in more than three minutes of drying time. The lines shall be applied with airless spray equipment to have the paint at a temperature of 135-165° F. at the spray nozzle. The maximum drying time shall not be exceeded when the pavement temperature is less than 45° F. or greater than 120° F., under all humidity conditions or dry pavement. The paint shall dry in not more than 12 minutes at 77° F. when tested according to ASTM D711 and drawn down to a wet film thickness of 15 mils.
9. All logistics, such as hours of work, etc. shall be arranged between the contractor and each Municipality's highway superintendent or their designate and shall be at the Highway Superintendent's discretion.
10. Each Municipality will be responsible for the payment of its invoices through due process of the Municipality's warrant. Payment for work will be made at the contract price per foot for lines completely installed in place. Applied lines are to be paid for on the actual length of lines applied. This price shall include the cost of furnishing and maintaining in good working condition of all traffic management devices. Payment shall also include the cost of the pavement marking testing equipment.
11. As an addition to highway striping, a price is sought for the painting of crosswalks, and parking lines as may be applicable herein. Parking lines will be understood to mean white or yellow non-reflective fast drying paint. Crosswalk lines will be understood to mean white or yellow non-reflective fast drying paint.
12. Pavement Bike Symbols shall be bid by the unit. The square foot areas to be measured for under this item are as follows: Bike Lane Symbol & Arrow 14 Square Feet Shared Lane Bike Symbol & Sharrows 11 Square Feet Any project-unique bike symbols not listed above will be measured by the actual square footage installed and accepted.
13. Pavement Arrows and Legends shall be bid by the unit. The square foot areas to be measured for under this item are as follows:

Symbol	Square Footage
Arrow, Straight	11.8 Square Feet
Arrow Left or Right	15.8 Square Feet
Arrow Combination(Straight with Left or Right)	28.1 Square Feet
"ONLY" Legend	22.5 Square Feet
Yield Lines (Shark Teeth)	3 Square Feet Each

Any project-unique pavement arrows and legend not listed above will be measured by the actual square footage installed and accepted.

14. Bidders must be experienced companies having a minimum of three year's work experience in highway line painting. Bidders shall submit, with this bid, a list of contact persons in communities where work of a similar nature was performed if the bidder has not previously been awarded work from this cooperative bid.
15. If required, Police or Flagging Detail is the responsibility of the municipality.
16. Bids may not utilize more than THREE decimal points (i.e. \$0.111)

Additional Requirements

1. Prevailing wage rates set at the Massachusetts Department of Labor and Industries apply to this bid. Certified payroll documentation should be sent to the individual Highway Superintendents, not the BRGPP.
2. A 5% bid deposit must be submitted with this bid if the total bid amount of the bid items exceeds \$50,000. This 5 % bid deposit may be in the form of a certified check, bank treasurer's or cashier's check, or a bid bond from a licensed surety company. The surety bond may state the amount to be "five percent (5%) of the amount bid."
3. Labor and Materials Payment Bond (50%) will be required upon Contract Signing from awarded vendors for any contract over \$25,000.
4. Only bidders who are prequalified by MassDOT in the requisite category of work will be allowed to bid. Contractors with questions about this should

email the MassDOT Prequalification Hotline at:
prequal.r109@dot.state.ma.us.

5. A 1.5% administrative fee assessed by the total contract price will be charged by the BRGPP.
6. OSHA Certification is Required – All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid but must be available upon request.
7. Contract execution will be conditioned upon producing:
 - a. A Labor and Materials Payment Bond in the amount of 50% of the awarded contract, issued by a surety company licensed by the Massachusetts State Division of Insurance,
 - b. An insurance certificate as outlined on the INSURANCE REQUIREMENTS page.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Workers Compensation Insurance Affidavit, Certificate of Insurance, and Labor and Materials Bond acceptable to the BRGPP within ten days after notice of contract award will result in the forfeiture of the Bid Bond as Liquidated Damages. The Contract will be awarded to the next lowest qualified bidder or the IFB re-advertised, as the BRGPP believes is in the best public interest.

Insurance Requirements

The bidder 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 BRGPP and before commencement of work hereunder the contractor agrees to furnish BRGPP certificates of insurance of other evidence satisfactory to BRGPP 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:

Coverage Type	Policy Limits
Worker's Compensation	Statutory*
Employer's Liability	\$1,000,000
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
General Liability	\$1,000,000 each occurrence; \$3,000,000 aggregate
Excess/Umbrella Liability	\$4,000,000

* A *Worker's 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 <https://www.mass.gov/orgs/executive-office-of-labor-and-workforce-development>

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.

Checklist of Required Signed Submittals

1. Bid Form
2. Bid Signature page with Corporate Resolution or List of Partners if applicable
3. Tax Compliance Form
4. Non-Collusion Form
5. Debarment Form
6. OSHA Statement
7. 5% Bid Bond
8. 50% Payment Bond if contract is more than \$25,000

FY22 BRGPP Participating Municipalities Contacts

Municipality	Contact	Phone #	Email Address
Adams	Michelle DeRose	(413) 743-8325	mderose@town.adams.ma.us
	Robert Tober	(413) 743-8325	rtober@town.adams.ma.us
Alford	Monty Green	(413) 528-6327	highway@townofalford.org
Becket	Edward Pickert	(413) 623-8988	highway@townofbecket.org
Cheshire	Robert Navin	(413) 743-3376	highway@cheshire-ma.gov
Clarksburg	Kyle Hurlbut	(413) 663-3451	dpw@clarksburgma.gov
	Rebecca Stone	(413) 663-8250	townadministrator@clarksburgma.gov
Dalton	John Roughley	(413) 684-6115	jroughley@dalton-ma.gov
Egremont	Jim Noe	(413) 528-1106	highway@egremont-ma.gov
Florida	Jim White	(413) 664-6274	floridahighway.floridamass@gmail.com
Great Barrington	Sean VanDeusen	(413) 528-0867	svandeusen@townofgb.org
Hancock	Lydia Cassavaugh	(413) 738-5225	bos@fairpoint.net
Hinsdale	Bud Hall	(413) 665-2300	dpw.highways@hinsdalema.gov
Lanesborough	William Decelles	(413) 443-1921	dpw.director@lanesborough-ma.gov
Lee	Shanon Albee	(413) 243-5520	salbee@town.lee.ma.us
	Al Zerbato	(413) 243-5520	azerbato@town.lee.ma.us
Lenox	Bill Gop	(413) 637-5525	lenoxdpw@townoflenox.com
Monterey	Shawn Tryon	(413) 528-1734	dpw1@montereyma.gov
Mt. Washington	Jonathan Hoskins	(413) 528-2730	hwd@townofmtwashington.com
New Ashford	Keith Lacasse	(413) 212-2639	keithlacasse91@gmail.com
	Ken McInerney	(413) 822-3576	kenmcinerney@townofnewashford.com
New Marlborough	Charles Loring	(413) 229-8165	cloring@newmarlboroughma.gov
North Adams	Paul Markland	(413) 652-3162	pmarkland@northadams-ma.gov
Otis	Derek Poirer	(413) 269-0106	Highway@townofotisma.com
Peru	Justin Russell	(413) 655-8312	highwaydept@townofperuma.com
Pittsfield	Vinny Bardarotta	(413) 499-9314	vbarbarotta@cityofpittsfield.org
Richmond	Pete Beckwith	(413) 698-3833	highway@richmondma.org
Sandisfield	Brad Curry	(413) 258-4711	highways@sandisfieldma.gov
Savoy	Daniel LaBonte	(413) 743-1286	savoyhighway@outlook.com
Sheffield	Ed Pickert	(413) 229-7000	highway@sheffieldma.gov
	Rhonda LaBombard	(413) 229-7000 ext 152	rlabombard@sheffieldma.gov
Stockbridge	Len Tisdale	(413) 298-5506	highway@townofstockbridge.com
Tolland	Edwin Deming	(413) 258-4531	DPW@TOLLAND-MA.COM
Tyringham	Noah Choquette	(413) 243-1749	tyringhamhighway@gmail.com
Washington	Tom Johnson	(413) 623-8383	washingtondpw@gmail.com
West Stockbridge	Curt Wilton	(413) 232-0305	highwaysuperintendent@weststockbridge-ma.gov
Williamstown	Chris Lemoine	(413) 458-5159	cleoine@williamstownma.gov
Windsor	John Denmo	(413) 684-3780	highway@windsormass.com

FY22-07 Line Painting Product Amounts

Thermoplastic

Municipality	4" White Reflectorized (Feet)
Florida	40,000
North County	40,000
County Total	40,000

Waterborne Fast Drying

Municipality	4" White (Feet)	4" Yellow (Feet)	12" White For Crosswalks/Stopbars (sqft)	4" White for Parking Lines	White Directional Arrow	White Bicycle	White Bicyclist
Cheshire		140,000					
Clarksburg		75,000	300				
North Adams	87,000	208,000	22,400	20,000			
Williamstown	70,000	106,000	7,600				
North County	157,000	529,000	30,300	20,000			
Dalton	39,000	123,000			20		20
Lanesborough	179,000	223,000					
Peru		63,360					
Richmond	114,000	110,000					
Washington	100,072	186,898					
Windsor	46,053	45,602					
Central County	478,125	751,860			20		20
Alford	15,500	148,000					
Becket		240,000					
Egremont	31,000	135,000					
Lee	22,000	220,000	3,276	2,500			
Monterey	245,000	500,000					
Mt. Washington		63,360					
Otis		36,000					
Sheffield	280,100	480,000					
Stockbridge	102,000	170,000	1,000	10,000		20	
Tyringham		140,000					
West Stockbridge	125,550	163,190					

South County	821,150	2,295,550	4,276	12,500		20	
County Total	1,456,275	3,576,410	34,576	32,500	20	20	20

Chlorinated Rubber Low VOC

Municipality	4" White (Feet)	4" Yellow (Feet)
Lanesborough	16,800	180,000
Central County	16,800	180,000
Stockbridge		
South County		
County Total	16,800	180,000

FY22-07 Line Painting Bid Form

Measurements are to be in accordance with MassDOT specifications. No bids with more than three decimal points will be accepted (i.e. \$0.111)

Product	Est. Amount	Unit Price	Extensions
Thermoplastic 4" White	40,000	\$	\$
Waterborne Fast Drying 4" White	1,456,275	\$	\$
Waterborne Fast Drying 4" Yellow	3,576,410	\$	\$
12" White for Crosswalks/Stopbars	34,576	\$	\$
4" White for Parking Lines	32,500	\$	\$
White Directional Arrow	20 ea	\$	\$
White Bicycle	20 ea	\$	\$
White Bicyclist	20 ea	\$	\$
Chlorinated Rubber Low VOC 4" White	16,800	\$	\$
Chlorinated Rubber Low VOC 4" Yellow	180,000	\$	\$

Minimum acceptable order (in feet) for sections
line painting

Minimum acceptable order (in feet) for
parking/crosswalks

Lead time required for service

Total Extensions

\$

Company Name

If total value is \$50,000 or more, 5% bid deposit must be included, and
Performance Bond will be required at contract signing.

FY22-07 Line Painting Bid Signature Page

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:

Date:

Company Name*:

Postal Address:

City:

State:

Zip Code:

Email Address:

Phone Number:

The Office of the Attorney General, Washington, D.C., requires the following information on all bid proposals amounting to \$1,000 or more

Federal Tax ID Number (this number is regularly used by companies when filing their *Employer's Federal Tax Return*, U.S. Treasury Form 941:

If bidder's company is a corporation, include with bid a corporate resolution listing all duly authorized signers on behalf of the corporation and check here:

If bidder's company is a partnership, include a list of names/addresses of all partners and check here:

If bidder's company is a proprietorship, completely fill out information above only and check here:

Tax Compliance, Non-Collusion, Debarment and OSHA Forms

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

Tax Compliance Certification

Chapter 233, § 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 goods and/or services to attest under penalty of perjury that they are in compliance with all laws of the Commonwealth relating to taxes.

Pursuant to M.G.L. Chapter 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, 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 remitting for child support.

Corporate Name:	
Social Security Number or	
Federal ID Number:	
Authorized Official's	
Signature:	
Type or Printed Name of	
Signatory:	
Title:	
Date:	

Certificate of Non-Collusion

The undersigned certifies under the 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:

Company or Corporation:

Debarment Statement

Any person or corporate that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General laws, or any Rule or Regulation promulgated thereunder.

Date:	<hr/>
Authorized Official’s Signature:	<hr/>
Typed or Printed Name:	<hr/>
Company or Corporation:	<hr/>

OSHA Certification

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date:

Authorized Official's Signature:

Typed or Printed Name:

Company or Corporation:

Quarterly Reporting

The winning bidder agrees to submit quarterly reports on supplies and services delivered. Reports will be submitted via email to rslick@berkshireplanning.org no later than 21 days after the end of the quarter.

Name of Person submitting

Quarterly Reports:

Email Address:

Phone #:
