

MULTI-TOWN

INVITATION FOR BIDS

ROCK SALT

FOR

SNOW & ICE CONTROL

FY 20

Edward L. Cenedella
Director of Facilities and Operations
Hampden-Wilbraham Regional School District

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**FY20 MULTI-TOWN INVITATION TO BID ROCK SALT
FOR SNOW & ICE CONTROL**

Sealed bids for Sodium Chloride (Rock Salt), for the purpose of snow and ice control, will be received by the Director of Facilities & Operations Department of the Hampden-Wilbraham Regional School District at the office of the Superintendent of Schools, 621 Main Street, Wilbraham, MA 01095, until Wednesday, September 11, 2019 at 10:00 AM, at which time they will be opened and read aloud. Bids received after the above stated time and date will be rejected. Towns included in this Multi-Town Bid are as follows: Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District. Bid specifications and other bid related information is available Monday through Friday, 8:00 A.M. to 3:00 P.M., excluding holidays, at the office of the Superintendent of Schools, 621 Main Street, Wilbraham, MA 01095, located at Minnechaug Regional High School, and on the HWRSD website, www.hwrso.org, beginning Monday, August 26, 2019. **No Specs will be Faxed.** Bids are to be accompanied by a 5% (of Total Bid) Bid Bond from a Bonding Company licensed to do business with the Commonwealth of Massachusetts, Bank or Certified check. Envelope to be marked:

“MULTI-TOWN BID: ROCK SALT FOR SNOW & ICE CONTROL – FY20”

The Director may reject any and all bids or waive defects in same in the best interest of the towns. This procurement shall be conducted in accordance with the provisions of the Uniform Procurement Act, M.G.L. Chapter 30B, Section 5, and those provisions are hereby Incorporated by reference into this Invitation for Bid.

Edward L. Cenedella,
Director of Facilities & Operations,
Hampden-Wilbraham Regional School District.

**FY20 MULTI-TOWN BID
ROCK SALT FOR SNOW & ICE CONTROL
INFORMATION TO BIDDERS**

Sealed bids for Sodium Chloride (Rock Salt), for the purpose of snow and ice control, will be received by the Director of Facilities & Operations Department of the Hampden-Wilbraham Regional School District at the office of the Superintendent of Schools, 621 Main Street, Wilbraham, MA 01095, until Wednesday, September 11, 2019 at 10:00 AM, at which time they will be opened and read aloud. Bids received after the above stated time and date will be rejected. Towns included in this Multi-Town Bid are as follows: Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District Bid specifications and other bid related information is available Monday through Friday, 8:00 A.M. to 3:00 P.M., excluding holidays, at the office of the Superintendent of Schools, 621 Main Street, Wilbraham, MA 01095, located at Minnechaug Regional High School, and on the HWRSD website, www.hwrSD.org, beginning Monday, August 26, 2019. **No Specs will be Faxed.**

Bids are to be accompanied by a 5% (of Total Bid) Bid Bond from a Bonding Company licensed to do business with the Commonwealth of Massachusetts, Bank or Certified check. The successful bidder, upon written or verbal notification that the proposal has been accepted, shall submit Certificates of Insurance. Certificates of Insurance shall be issued to include the towns of: Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District as an additional insured for the life of the Contract. These are to be delivered to the Director prior to the signing of the Contract.

Terms of payment, except when specified in the proposal, will be net 30 days after receipt of approved invoices. The towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District are tax exempt municipalities and no state sales taxes are to be applied.

Where applicable, freight charges, setup charges and any other charges are to be included in the total price to the towns.

When applicable, the Contractor assumes responsibility to conform to all local ordinances and to obtain all necessary permits before work start of work.

The Director **may reject any and all bids or waive defects in same in the best interest of the towns.** This is a one-year contract. Contract will be awarded to the lowest, most responsive and responsible bidder. Contract will be awarded within thirty (30) days after the bid opening. If any changes are made to this IFB, an addendum will be issued to all bidders on record as having picked up the IFB. All questions concerning this bid should be directed to: Edward L. Cenedella, Director of Facilities and Operations, Hampden-Wilbraham Regional School District, 413-279-3843.

No bid shall be accepted from, or Contract awarded to any person who is in arrears to the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District on any tax, debt, or contract.

Envelope to be marked: **“MULTI-TOWN BID: ROCK SALT FOR SNOW & ICE CONTROL – FY20”**

Edward L. Cenedella
Director of Facilities and Operations
Hampden-Wilbraham Regional School District

ROCK SALT FOR SNOW & ICE CONTROL

FY20 BID PROPOSAL FORM

Proposal of _____ (Hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____, proposed to the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District (Hereinafter called "Owner"). In compliance with your advertisement for bids, Bidder hereby proposes to perform all work for the Owner with in the time set forth herein and at the prices stated below.

By submission of this bid, each Bidder certifies and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or other agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under the Contract on or before the date specified in the Notice to Proceed.

Bidder hereby agrees to perform all work described in the Contract documents for the following unit prices or lump sums:

<u>DESCRIPTION</u>	<u>TONS</u>	<u>TOTAL PRICE</u>
1. UNTREATED ROCK SALT	PRICE PER TON DELIVERED	\$ _____
10/1/19 - 9/30/20	\$ _____ x _____ TONS	

WRITTEN: _____

2. TREATED ROCK SALT	PRICE PER TON DELIVERED	\$ _____
10/1/19 - 9/30/20	\$ _____ x _____ TONS	

WRITTEN: _____

Bidder agrees that any estimated quantities given in this Bid are only for the purpose of comparing bids and that Bidder is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the aforesaid bids, and that Bidder will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of the various item (s) or classes of work actually furnished or performed.

Respectfully submitted:

Name (Print) Title Signature Date

Company

Address City, State, Zip

Phone FAX

AGREEMENT

This Agreement, made this _____ day of _____, by and between the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District hereinafter called "Owner" and doing business as a corporation hereinafter called "Contractor"

Witnessed: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. THE CONTRACTOR WILL FURNISH ALL THE MATERIALS WITHIN 72 HOURS OF RECEIPT OF ORDERS.**

INVOICES TO BE MAILED TO INDIVIDUAL TOWNS.

Mailing addresses as follows:

TOWN	DEPARTMENT	STREET	CITY
CITY OF AGAWAM	Public Works Municipal Annex	1000 Suffield Street	Agawam, MA 01001
TOWN OF BRIMFIELD	Brimfield Highway Department	34B, Wales Road	Brimfield, MA 01010
TOWN OF EAST LONGMEADOW	Department of Public Works	60 Center Square Town Hall	East Longmeadow, MA 01028
TOWN OF HAMPDEN	Highway Department	P.O. Box 33, 625 Main Street	Hampden, MA 01036
TOWN OF HOLLAND	Highway Department	RR 2, Box 170	Holland, MA 01521
TOWN OF LUDLOW	Department of Public Works	198 Sportsmen's Road	Ludlow, MA 01056
TOWN OF MONSON	Monson Highway Department	P.O. Box 13	Monson, MA 01057
TOWN OF PALMER	Highway Division	1015 Bridge Street	Palmer, MA 01069
TOWN OF WALES	Highway Department	P.O. Box 834	Wales, MA 01081
TOWN OF WARE	Department of Public Works	18 Mechanic Street	Ware, MA 01082
TOWN OF WARREN	Highway Department	87 Brimfield Road	Warren, MA 01083
TOWN OF WILBRAHAM	Department of Public Works	240 Springfield Street	Wilbraham, MA 01095
HAMPDEN-WILBRAHAM REGIONAL SCHOOL DISTRICT	Facilities & Operations Department	621 Main Street	Wilbraham, MA 01095

2. When an awarded contractor does not comply with the furnishing and delivery of salt within 72 hours of receipt of orders, or if the contractor is unable to maintain adequate delivery schedules non-delivery, or materials being delivered do not meet required specifications, the awarded contractor shall be responsible for any additional cost incurred and expense suffered by the towns as a result of having to purchase material for other sources.
3. The Contractor agrees to perform all of the work described in the Contract Documents for the sum arrived at by multiplying the unit prices of the respective items in the proposal form(s) by the total quantities of the items completed and accepted, subject to additions and deductions as provided in the general conditions.
4. The Bid price shall be reduced by 20 percent (20%) when salt is picked up by the towns at the Contractor's stockpile and loaded by the Contractor into trucks supplied by the town. It is the intent of the towns to utilize pick-up prices **only in extreme emergencies**, such as when the Governor or MEMA declares a State of Emergency and the Contractor is unable to deliver the required quantities within the ordering time specified.
5. The Towns will not pay for that portion of any load that exceeds the maximum allowable gross vehicle weight load limit.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Information for Bidders
 - B. Proposal (Bid) Form(s) attached to this agreement
 - C. Agreement
 - D. 5% Bid Bond
 - E. Notice of Award
 - F. Notice to Proceed
 - G. General description of the work
 - H. Specifications prepared by or issued by the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District
 - I. Addenda: (if any)
 - J. Tax Compliance Form
 - K. Certificate of Non-Collusion
 - L. Bad Boy By-Law Affidavit
 - M. Affidavit of Clerk of Corporation Vendor (if applicable)
 - N. Corporate Vote (if applicable)
7. The Owner will pay the Contractor thirty (30) days from date of Invoice.
8. This Agreement shall be binding upon all parties hereto and their respective Heirs, Executors, Administrators, Successors, and Assigns

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, OR CAUSED TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICIALS, THIS AGREEMENT WHICH SHALL BE DEEMED AN ORIGINAL ON THE DATE FIRST ABOVE WRITTEN.

SEAL:

OWNER:

ATTEST BY:

CITY OF AGAWAM

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SEAL:

OWNER:

ATTEST BY:

TOWN OF BRIMFIELD

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SEAL:

OWNER:

ATTEST BY:

TOWN OF EAST LONGMEADOW

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

SEAL:

OWNER:

ATTEST BY:

TOWN OF HAMPDEN

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, OR CAUSED TO BE EXECUTED BY THEIR

DULY AUTHORIZED OFFICIALS, THIS AGREEMENT WHICH SHALL BE DEEMED AN ORIGINAL ON THE DATE FIRST ABOVE WRITTEN.

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF HOLLAND

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF LUDLOW

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF MONSON

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF PALMER

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, OR CAUSED TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICIALS, THIS AGREEMENT WHICH SHALL BE DEEMED AN ORIGINAL ON THE DATE

FIRST ABOVE WRITTEN.

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF WALES

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF WARE

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF WARREN

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF WILBRAHAM

NAME: _____

TITLE: _____

SEAL:

ATTEST BY:

NAME: _____

TITLE: _____

OWNER:

TOWN OF

**HAMPDEN-WILBRAHAM REGIONAL
SCHOOL DISTRICT**

NAME: _____

TITLE: _____

**ROCK SALT FOR SNOW & ICE REMOVAL
FY20
SPECIFICATIONS FOR
DELIVERY OF ROCK SALT**

It is the intent of this specification to provide the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District with Rock Salt for Snow & Ice Control for FY 20.

DESCRIPTION:

Work under this specification shall consist of furnishing and delivering a minimum of 20 tons per order of Rock Salt to the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District. The **APPROXIMATE** yearly usage for these towns is as follows:

	UNTREATED	TREATED
AGAWAM	5000 TONS	0 TONS
BRIMFIELD	200 TONS	1200 TONS
EAST LONGMEADOW	3500 TONS	1000 TONS
HAMPDEN	1300 TONS	0 TONS
HOLLAND	600 TONS	200 TONS
LUDLOW	3000 TONS	150 TONS
MONSON	1600 TONS	0 TONS
PALMER	2200 TONS	500 TONS
WALES	1500 TONS	0 TONS
WARE	1000 TONS	2000 TONS
WARREN	1200 TONS	600 TONS
WILBRAHAM	2500 TONS	300 TONS
HAMPDEN-WILBRAHAM REGIONAL SCHOOL DISTRICT	500 TONS	30 TONS
Sub Totals	24,100 TONS	5,980 TONS
APPROXIMATE TOTAL USAGE	30,430 TONS (MORE OR LESS)	

PART 1- Rock Salt

MINIMUM SODIUM CHLORIDE (NACL) CONTENT OF 95%

MATERIAL:

This Specification covers sodium chloride (rock salt) to be used for snow and ice control **on the towns of Agawam, Brimfield, East Longmeadow, Hampden, Holland, Ludlow, Monson, Palmer, Wales, Ware, Warren, Wilbraham, and the Hampden-Wilbraham Regional School District** roads and bridges.

The Sodium Chloride shall conform in all regards to ASTM Standard Designation - D632-01 "Standard specification for Sodium Chloride" with the following requirements.

- Mined Rock Salt
- and shall be Type A, Grade 1

GRADING OF SODIUM CHLORIDE

The Sodium Chloride shall be **mined rock salt** and should conform to the following requirements for particle size, when tested by the means of laboratory sieves:

Sieve Analysis

<u>Screen Size</u>	<u>Acceptable Passing Rate</u>
1/2" Sieve	100%
3/8" Sieve	95 - 100%
# 4	20 - 90%
# 8	10 - 60%
# 30	0 - 15%
(5% tolerance will be allowed for test samples)	

NOTE: Detailed requirements for these sieves are available in the Standard Specifications for Testing purposes. (AASHTO Designation No. M92-911)

REQUIREMENTS:

The Sodium Chloride shall conform to the requirements of Ash to M143, Type I, Graded, with the following exceptions and additions:

1. **CHEMICAL COMPOSITION:** The minimum sodium chloride (NaCl) shall be 95.0 percent less the actual percent sodium chloride content of the rock salt being received and figured on delivered cost. Rock Salt having less than 93.0 percent sodium chloride may be accepted at the discretion of the authorized highway official with adjustment computed as specified for sodium chloride contents between 93.0 and 95.0 percent.
2. **MOISTURE:** Moisture content of the sodium chloride shall not exceed two (2.0) percent sodium chloride with a moisture content up to three (3.0) percent will be accepted with a reduction from the Bid price computed on the moisture content of the sample minus two (2.0) percent. Sodium Chloride with a moisture content greater than three (3.0) percent may be accepted at the discretion of the authorized highway official with adjustment computed as specified for sodium chloride contents between 93.0 to 95.0 percent.
3. **ANTI-CAKING AGENT:** Sodium Chloride furnished under this Contract shall be free flowing and granular. Prior to delivery, all bulk Sodium Chloride shall be treated with Sodium Ferro Cyanide or equal to prevent caking while in storage. The visible conditioner shall be introduced uniformly throughout the Sodium Chloride. At a maximum rate of 50 parts per million or 0.0050 percent. Please indicate as specified on the proposal schedule, the kind of Anti-Caking Agent you propose to use with the sodium chloride.
4. **REJECTION:** Any material delivered which contains lumps, foreign matter or free water shall be rejected. In the event the material has been loaded or dumped prior to rejection, it shall be immediately reloaded or removed by the vendor within 48 hours of notification or rejection. *Failure to remove the material will result in liquidated damages in the amount of \$10.00 per ton for each day the salt remains on the purchasing Town's property.*
5. **PACKING AND MARKING:** Sodium Chloride shall be delivered in bulk truck loads. The sodium name of the manufacturer, lot number, approximate net weight, and the percentage of chloride guaranteed by the manufacturer shall be legibly noted on the shipping report.

PART 2-Treated Salt

TREATED SALT

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

6. TREATED SALT:

6a. 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, or Liquid Calcium 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.

6b. 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, or Liquid Calcium 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, or Liquid Calcium 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, or Liquid Calcium Chloride/ Liquid Organic Based Performance Enhancer 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. The participating Towns 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 participating Towns reserve the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the participants.

Phosphorus	250.00 ppm	Chromium	0.50 ppm
Cyanide	0.20 ppm	Cadmium	0.20 ppm
Arsenic	5.00 ppm	Barium	10.00 ppm
Copper	4.00 ppm	Selenium	5.00 ppm
Lead	1.00 ppm	Zinc	10.00 ppm
Mercury	0.05 ppm		

- 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 O 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 participating Towns reserve the right to reject the product.
- B.9 Bidder **must** complete and submit with bid a Safety Data Sheet (SDS). Separate or additional flyers, product literature, etc. will be accepted in addition to a completed Material Safety Data Sheet (SDS).

Section C

Mixing the Sodium Chloride and Liquid Magnesium Chloride, or Liquid Calcium 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.

- C.1 The participating Towns, reserve the right to take samples from the contractor's stockpile or transfer point before the salt is mixed with the Liquid Magnesium Chloride, or Liquid Calcium Chloride / Liquid Organic Based Performance Enhancer. Both salt and liquid samples may be taken.
- C.2 The contractor will thoroughly mix a minimum of 8 gallons of Liquid Magnesium Chloride, or Liquid Calcium Chloride / Liquid Organic Based Performance Enhancer per ton of salt.
- C.3 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.**
- C.4 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.
- C.5 All shipments of finished product shall be accompanied by a ticket indicating the amount of Liquid Magnesium Chloride, or Liquid Calcium 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.
- C.6 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.
- C.7 The participating Towns reserve the right to, at anytime, 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, or Liquid Calcium Chloride / Liquid Organic Based Performance Enhancer LMC/OBPE

Ice B Gone I®, *Ice B Gone II®*, *Magic O®*, *Safe Melt®* or equal

The Treated Salt shall meet the following requirements:

- D.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.

D.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.

D.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 affects in the handling or usage of the product or routine maintenance of the storage facility.

D.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:

$$\% \text{ Sodium Chloride} = \% \text{ Apparent Sodium Chloride} - (\% \text{ Magnesium Chloride} + \% \text{ Calcium Chloride})$$

D.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:

<u>Sieve Size</u>	<u>Percent Passing (**)</u>
1/2" - (12.5 MM)	100
3/8" - (9.5 MM)	95 - 100
No. 4 - (4.75 MM)	20 - 90
No. 8 - (2.36 MM)	10 - 60
No. 30 - (600 Microns)	0 - 15

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

** - Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

D.6 MOISTURE CONTENT

Moisture content shall not exceed 4.8% when determined as follows:

$$\% \text{ Moisture} = (W_1 - W_2) / (W_1) \times 100$$

where: W₁ = Initial weight of sample

W₂ = Weight of sample after drying to a constant weight at 110°C ± 5C.

D.7 SAMPLING

Sampling shall be done in accordance with current ASTM-D632. The participating Towns reserve the right to take samples from the contractor's stockpile or transfer point.

D.8 ACCEPTANCE

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

D.9 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS

D.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:

Reduced Price/Ton = Delivered Contract Price/Ton x (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%)

D.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:

Reduced Price/Ton = Delivered Contract Price x (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.

D.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

D.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".

D.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.

7. 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.

8. 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 for the purchase of salt products will be made to the vendor whose price, past performance, product quality and suitability are determined by the individual town to be in **their** best interest. *Towns who have preference for color and performance of the following products may choose the product their town deems most effective for their road types.*

Ice B Gone I®, Ice B Gone II®, Magic O®, Safe Melt® or equal

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 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.

9. BASIS OF PAYMENT: The work will be paid for at the contract unit price per ton for Rock Salt delivered to the towns, which price shall include all materials, tools, equipment, and labor incidental to load, haul, and deposit the Rock Salt at various locations per specifications. The quantities, as stated, are estimation only and the Contractor will only purchase the quantity actually needed.
10. MATERIAL SAFETY DATA SHEETS: FORMERLY OSHA FORM 20, REQUESTED WITH ALL BIDS.

11. INDIVIDUAL TOWNS WILL ORDER AS NECESSARY.

CONTRACTOR WILL PROVIDE A TOLL FREE NUMBER FOR ORDERING PURPOSES.

DELIVERY IS TO BE MADE AS FOLLOWS:

TOWN	ADDRESS	CONTACT	HOURS
AGAWAM	1000 Suffield Street Agawam, MA 01001	Christopher Golba 413-821-0623	M-F 7-3:30
BRIMFIELD	Route 19 Brimfield, MA 01010	Zach Lemieux 413-245-4103	M-Th 6:30-4, F 6:30-10:30
EAST LONGMEADOW	84 Somers Road East Longmeadow, MA 01028	Darrell Keane, Manager 413-374-5254	M-F 7-3:30
HAMPDEN	589 Main Street Hampden, MA 01036	Mark Langone 413-566-8842	M-F 7-3:30
HOLLAND	5 Sturbridge Road Holland, MA 01521	Brian Johnson 413-245-3276	M-F 7:30-3:30
LUDLOW	198 Sportsmen's Road Ludlow, MA 01056	Mike Suprenant (413) 386-5401 Mobile (413) 583-5625 Office	M-Sat 7:00-3:30
MONSON	200 Main Street (Rear/Town Hall) Monson, MA 01057	John Morrell 413-267-4135	M-F 7-3:30
PALMER	1015 Bridge Street Palmer, MA 01069	Joseph Sawicki 413-283-2615	M-F 7-3:30
WALES	Hegan Street Wales, MA 01081	Bruce Cadieux 413-245-7494	M-F 7-3
WARE	18 Mechanic Street Ware, MA 01082	Chuck Niedzwiecki 413-967-9623	M-F 7-3
WARREN	87 Brimfield Road Warren, MA 01083	Jeremy Olson 413-436-7677	M-F 7-3
WILBRAHAM	2721 Boston Road Wilbraham, MA 01095	Bill Sperrazza 413-596-2800 x 208	M-F 7-3:30
HAMPDEN-WILBRAHAM REGIONAL SCHOOL DISTRICT	621 Main Street Wilbraham, MA 01095	Mike Messier 413-330-9854	M-F 8-3

12. CONTACT PERSON:

TOWN	CONTACT	PHONE	FAX
AGAWAM	Chris Golba, DPW	(413) 821-0623	(413) 821-0631
BRIMFIELD	Zach Lemieux Hwy. Dept.	(413) 245-4103	(413) 245-0932
EAST LONGMEADOW	Bruce Fenney DPW	(413) 525-5400 x 1201	(413) 525-5413
HAMPDEN	Mark Langone Hwy. Dept.	(413) 566-8842	(None)
HOLLAND	Brian Johnson Hwy. Dept.	(413) 245-3276 (508) 344-3090 cell	(413) 245-9870
LUDLOW	Mike Suprenant Amy Priest - x 1403 Florence Pooler - x 1402	((413) 386-5401 Mobile (413) 583-5625 Office	(413) 589-1488
MONSON	John Morrell Hwy. Dept.	(413) 267-4135	(413) 267-9857
PALMER	Joseph Sawicki Lynn Pardo Hwy. Div.	(413) 283-2615	(413) 283-2616
WALES	Bruce Cadieux Hwy. Dept.	(413) 245-7494	(413) 245-1374
WARE	Chuck Niedzwiecki DPW	(413) 967-9623	(413) 277-9558
WARREN	Jeremy Olsen Hwy. Dept.	(413) 436-7677	(413) 436-7666
WILBRAHAM	William Sperrazza DPW	(413) 596-2800 x 208 (413) 495-2220 cell	(413) 596-1716
HAMPDEN-WILBRAHAM REGIONAL SCHOOL DISTRICT	Mike Messier Ed Cenedella Supervisor Director	(413) 279-3818 (413) 330-9855 cell	(413) 596-9417

CONTRACT TERMS AND CONDITIONS

1. The period of the contract(s) will be from October 1, 2019 through September 30, 2020.
2. All bids must contain a filled out BID FORM and also a properly executed Non-Collusion/ Tax Compliance Form. This form can be found within the contents of the Invitation For Bid.
3. All bids must be signed by an authorized representative of the bidding company and submitted in a sealed envelope.
4. Any restrictions, qualifications, or deviations from specifications must appear either on the Bid Form or on an attachment thereto.
5. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions will be rejected as non-responsive by the Procurement Officer. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.
6. Bidders are encouraged to contact the individual Highway Superintendents of each town prior to the bid to obtain more specific information about that town's needs with respect to delivery.
7. The Cooperative Purchasing participants reserve the right to reject any and all bids, and to make award as may be determined to be in the best interest of the individual participants.
8. Volume estimates provided on the Bid Form are for informational purposes only. Actual quantities purchased may be more or less than these figures based on the severity of the winter.
9. The supplier will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.
10. As the participating towns are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes. Tax Exemption Certificates will be furnished upon request.
11. 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. Any bids not awarded within the 40 days will be null and void.
12. The contract(s) resulting from this bid will be awarded to the responsible and responsive bidder based upon 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.
13. **Contract execution will be conditioned upon producing:**
 - A. **An insurance certificate** as outlined on the INSURANCE REQUIREMENTS page
14. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
15. Each town will be responsible for the placement of its orders and the payment of its bills through due process of the town's warrant.

16. The contractor will be required to indemnify and hold harmless the buyer for all damages to life and property that may occur due to contractors' negligence or that of his/her employees, subcontractors, etc., during the contract period.
17. If in the judgment of the Awarding Procurement Officer, 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.
18. Submit questions in writing via Fax or Email up until ONE WEEK BEFORE THE BID IS DUE.
19. Right to know - Any vendor who receives any order or orders resulting from this Invitation For Bid agrees to submit a Safety Data Sheet (SDS) for each toxic or hazardous substance, pursuant to Mass General Laws when deliveries are made. Vendor agrees to deliver all containers properly labeled. Failure to submit an SDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish SDS's and/or labels on each container 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 within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. 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 YOUR CONTRACT.

* OSHA requires all DPW offices to have copies of the Material Safety Data Sheet for sodium chloride on file.

AGREEMENT: To aforementioned Contract Terms and Conditions

CONTRACTOR: _____

BY: _____
(Please type name and title)

ADDRESS: _____

(SEAL)

ATTEST: _____
(Please type name and title)

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

State of _____

County of _____

On this _____ day of _____ in the year _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the _____ of the Corporation described in and which executed the foregoing instrument; That he knows the corporate seal of the said Corporation; That the seal affixed to the said instrument is such corporate seal that was so affixed by order of the Board of Directors of the said Corporation, and he signed his name thereto by like order.

_____(SEAL)
(NOTARY PUBLIC)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

State of _____

County of _____

On this _____ day of _____ in the year _____, before me personally came _____ to me known and known to me to be the person described in and who executed the forgoing instrument, and acknowledged to me that he executed the same.

_____(SEAL)
(NOTARY PUBLIC)

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

State of _____

County of _____

On this _____ day of _____ in the year _____, before me personally came _____ a member of the co-partnership of _____ to me known and known to me to be the person described in and who executed the forgoing instrument, and acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

_____(SEAL)
(NOTARY PUBLIC)

ACKNOWLEDGMENT OF SURETY

State of _____

County of _____

On this _____ day of _____ in the year _____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the Corporation described in and which executed the foregoing instrument; That he knows the seal of said Corporation; That one of the the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of the said Corporation, and that he signed his name thereto by like order.

_____(SEAL)
(NOTARY PUBLIC)

ROCK SALT FOR SNOW & ICE CONTROL

FY20

NOTICE OF AWARD

TO: _____

PROJECT: ROCK SALT FOR SNOW & ICE CONTROL

THE OWNERS HAVE CONSIDERED THE BID SUBMITTED BY YOU FOR THE ABOVE DESCRIBED WORK DATED

YOU ARE HEREBY NOTIFIED THAT YOUR BID HAS BEEN ACCEPTED IN THE AMOUNT OF

\$ _____ PER TON UNTREATED.

\$ _____ PER TON TREATED.

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute this Agreement within ten (10) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owners' acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____th day of September, 2019

BY: _____

Edward L. Cenedella
Director of Facilities & Operations
Hampden-Wilbraham Regional School District

ACCEPTANCE OF NOTICE

Receipt of the above **Notice of Award**

Is hereby acknowledged by _____

This _____ day of _____, 20_____

ROCK SALT FOR SNOW & ICE CONTROL

FY20

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Supply Rock Salt per FY20 Multi-Town Consortium Bid Documents

You are hereby notified to commence work in accordance with the agreement dated _____
on or before _____ and you are to complete the work within the
time specified in the contract Documents.

BY: _____

Edward L. Cenedella
Director of Facilities and Operations
Hampden-Wilbraham Regional School District

ACCEPTANCE OF NOTICE

Receipt of the above **Notice to Proceed**

Is hereby acknowledged by _____

This _____ day of _____, 20_____

**BIDDERS CHECK LIST
MULTI-TOWN ROCK SALT
FY20**

- INFORMATION FOR BIDDERS
- BID PROPOSAL FORM
- AGREEMENT
- ADDENDA (IF ANY)
- 5% BID BOND
- AFFIDAVIT OF CLERK OF CORPORATION VENDOR
- BAD BOY BY-LAW AFFIDAVIT
- CERTIFICATE OF NON-COLLUSION
- TAX COMPLIANCE CERTIFICATION
- ENVELOPES MUST BE MARKED:

“MULTI-TOWN BID – ROCK SALT FOR SNOW & ICE CONTROL – FY20”

AFFIDAVIT OF CLERK OF CORPORATION VENDOR

I, _____ certify as follows:

1. I am the Clerk of _____ which is duly organized and incorporated under the laws of Massachusetts.
2. That the names, residential addresses and title of the officers of the above-named corporation are as follows:

President: _____

Address: _____

Vice President: _____

Address: _____

Treasurer: _____

Address: _____

Resident Agent: _____

Address: _____
3. That the above-named corporation was incorporated on _____
4. That the Corporation's Federal Tax Identification Number is _____
5. That the above-named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the Secretary of the State of _____ (if incorporated in another state)
6. That I, _____ have been authorized by a Corporate Vote, a copy of which is attached, to sign as agent for said corporation.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS _____ DAY OF _____, 20____

Clerk

(PLEASE ATTACH A COPY OF THE CORPORATE VOTE)

BAD BOY BY-LAW AFFIDAVIT

I, _____, on oath depose and state that
(Name of person signing proposal)

neither I nor any employees, officers or directors of _____
(Name of agency)

have been convicted of any violations described as follows:

- a) Bribery or attempting to bribe a public officer or employee of any of the above named entities, the Commonwealth of Massachusetts, or any other public entity, including but not limited to the Government of the United States, any state, any local government authority in the United States in that officer's or employee's capacity, or
- b) An agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise.

I further state that neither I nor any employees, officers or directors of _____
have made an admission of guilt of such conduct
(Name of agency)

in paragraphs (a) or (b) above, which is a matter of record, but has been prosecuted for conduct, has made an admission of guilt or such conduct which term shall be construed to include a plea of nolo contendere.

(Signature of person signing proposal)

This affidavit in the case of a business entity shall be executed by, in the case of partnership, the general partner(s), and in the case of a corporation, the president.

Signed under the pains and penalties of perjury this _____ day of _____, 20____

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing proposal)

(Agency Name)

_____, 20____
Date

TAX COMPLIANCE FORM

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to be best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of Business

Federal ID Number

Date