CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT

PROJECT MANUAL:

COOPERATIVE BID FOR ROAD MAINTENANCE SALT

INVITATION FOR BID #15-21

Bid Opening Date: September 18, 2014 at 11:30 a.m.

SEPTEMBER 2014

Setti D. Warren, Mayor

THE CITY OF NEWTON
Purchasing Department
1000 Commonwealth Avenue
Newton Centre, Massachusetts 02459
(617) 796-1220 / Fax (617) 796-1227/TDD-TTY (617) 796-1089
purchasing@newtonma.gov

INVITATION FOR BIDS – CO-OP BID FOR ROAD MAINTENANCE SALT
Invitation for Bid No. #15-21

SEALED BIDS on the original of this form shall be received at the office of the Purchasing Agent, City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **until 11:30 a.m. Thursday, on September 18, 2014**, and at that time a place will be publicly opened and read.

This is a cooperative bid issued by the City of Newton ("City") as lead jurisdiction for the **Towns of Arlington, Belmont, Brookline, Watertown, and Weston, and Cities of Cambridge, Waltham and Newton** ("Bid Participants") for a firm fixed cost for **Road Maintenance Salt** for the period from **October 1, 2014** through **June 30, 2015.** (Each City and Town will be responsible for its own contract and/or purchase orders with the successful vendor.)

For purposes of this procurement, the term "City" shall mean the City of Newton acting on behalf of itself and the Bid Participants.

Two contracts will be awarded. A primary award shall be made to the lowest responsive and responsible bidder ("Primary Vendor") for each line item. A secondary award shall be made to the next lowest responsive and responsible bidder ("Secondary Vendor") for each line item. Participating municipalities call upon the Secondary Vendor to deliver salt as requirements may dictate during the contract term when the Primary Vendor is unable to meet those requirements. The prices quoted herein shall apply to all such deliveries made. There shall be no guarantee as to the minimum percentage of a municipality's overall requirement ordered from the Secondary Vendor pursuant to this contract.

The Invitation For Bid (IFB) will be available online at the City's website: **www.newtonma.gov/bids** after: **10:00 a.m., September 4, 2014.** Bidders are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid number (i.e. #15-21) they have downloaded.

Awarded vendors must provide a phone number where a dispatcher will be available 24 hours a day, 7 days a week during the months of November, December, January, February, March, and April (answering machines, answering services, or voice mail will not be accepted to meet this requirement).

Shipments are to be made to such places at such times and in such quantities as may be directed in each City or Town contract.

Bid surety is not required with this bid. All bids shall be submitted as **one (1) ORIGINAL and one (1) COPY.**

Awards will be made to the lowest responsible, and responsive bidders by line item. The dollar value of the contract may be increased by an amount more than twenty five percent (25%) of the contract total only to the extent permitted under M.G.L. c.30B, §13.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department as designated by the Bid Participants. The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
September 4, 2014

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:

1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.

2. The Bidder is familiar with the local conditions under which supplies are to be delivered.

1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documentsand local conditions.

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, September 12, 2014 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.

2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at **www.newtonma.gov/bids**.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.

2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-21**.

ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of $10,000.00.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of $50,000.00.

3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: **www.newtonma.gov/purchasing**.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form #15-21" as appropriate, attached hereto.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#15-21**

* NAME OF PROJECT: **Cooperative Bid for Road Maintenance Salt**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.

4.7 Bids shall be submitted with one **original** and one **copy.**

4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.

5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The City is soliciting prices for items set forth in Bid Form #15-21, attached hereto. It is the City's intent to award separate contracts for each item to the lowest, responsive and responsible bidder for that item. Accordingly, the City may award one (1) contract, or as many as three (3) contracts. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.

9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON

COOPERATIVE BID FOR ROAD MAINTENANCE SALT

BID FORM #15-21

Bidder acknowledges the following Addenda ____, _____, _____,_____

This bid is for (1) Sixty Five Thousand Five Hundred (65,500) tons **ROAD MAINTENANCE SALT(Delivered)**, screened to CC size bulk, (more or less), or * (2) Sixty Five Thousand Five Hundred (65,500) tons **ROAD MAINTENANCE SALT(Picked Up)**, screened to CC size bulk, (more or less)* and/or (3) Ten Thousand Five Hundred (10,500) tons of **Bulk Salt Treated with Ice-B-Gone.*** Bidders may bid on one, two or all of the items. Please quote on the following:

PRICE SCHEDULE

1. **Delivered - Road Maintenance Salt** **$_____ per ton**
2. **Picked-up – Road Maintenance Salt** **$_____ per ton**
3. **Bulk Salt Treated with Ice-B-Gone ™ **** **$_____ per ton**

This is the aggregate estimated amount for ALL Bid Participants. See "Schedule Of Quantities And Number Of Delivery Locations For Each City And Town" at p. 7 below.
****No substitutes will be allowed for this product. Please refer to the attached ICE B'GONE ™ Specifications and Material Data Safety Sheet.***

This bid is issued pursuant to Massachusetts General Laws, Chapter 7, Section 22B (Collective purchasing by political subdivisions), and M.G.L. 30B, the Massachusetts Uniform Procurement Act. The City of Newton is furnishing procurement administration for this bid. Each Bid Participant will contract directly with the Primary and Secondary Vendors. The City of Newton assumes no responsibility or liability for any other Bid Participant.

The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c. 30B.

The undersigned further 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 section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c. 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature _____

Company Name _____ **Contact Person** _____
(Please print clearly)

Address_____ **City/State/Zip** _____

Phone / Fax _____ **Email Address** _____

THE CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

SCHEDULE OF QUANTITIES AND NUMBER OF DELIVERY LOCATIONS FOR EACH CITY AND TOWN:

CITY/TOWN	ESTIMATED QUANTITY REQUIRED (MORE OR LESS) Road Maintenance Salt	Bulk Salt Treated with Ice-B-Gone ™	Delivery Locations
Arlington	**1,000 Tons**	**9,000 Tons**	
Belmont	**5,000 Tons**	**0 (zero) Tons**	
Brookline	**6,000 Tons**	**0 (zero) Tons**	
Cambridge	**10,000 Tons**	**0 (zero) Tons**	
Newton	**20,000 Tons**	**0 (zero) Tons**	
Waltham	**10,000 Tons**	**0 (zero) Tons**	
Watertown	**8,500 Tons**	**0 (zero) Tons**	
Weston	**5,000 Tons**	**1,500 Tons**	

SPECIAL CONDITIONS

A primary award shall be made to the lowest responsive and responsible bidder ("Primary Vendor") for each line item. A secondary award shall be made to the next lowest responsive and responsible bidder ("Secondary Vendor") for each line item. Participating municipalities call upon the Secondary Vendor to deliver salt as requirements may dictate during the contract term when the Primary Vendor is unable to meet those requirements.. The prices quoted herein shall apply to all such deliveries made. There shall be no guarantee as to the minimum percentage of a municipality's overall requirement ordered from the Secondary Vendor pursuant to this contract.

CONTACTS

Arlington	Domenic Lanzillotti	Purchasing	781-316-3005	dlanzillotti@town.arlington.ma.us
Belmont	Judi Carmody	DPW	617-993-2680	jcarmody@belmont-ma.gov
Brookline	Dave Geanakakis	Purchasing	617-730-2195	dgeanakakis@brooklinema.gov
Cambridge	Amy Witts	Purchasing	617-349-4310	awitts@cambridgema.gov
Newton	Brian Zaniboni	DPW	617-796-1634	bzaniboni@newtonma.gov
	Richard Pishkin	DPW	617-796-1013	rpishkin@newtonma.gov
	David Turocy	DPW	617-796-1010	dturocy@newtonma.gov
Waltham	Joseph Pedulla	Purchasing	781-314-3000	jpadulla@city.waltham.ma.us
Watertown	Raeleen Parsons	Purchasing	617-972-6414	rparsons@watertown-ma.gov
	Lori Moran	DPW	617-972-6420	lmoran@watertown-ma.gov
Weston	Tom Cullen	DPW	781-786-5105	cullen.t@westonmass.org
	Judy Whalen	DPW	781-786-5105	whalen.j@westonmass.org
	Sarah Johnson	Treasury	781-786-5101	johnson.s@westonmass.org

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OFCOMPLETION:

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

_____
_____
_____
_____
_____
_____
_____

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON:_____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?:_____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

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 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 or individuals.

_____
(Signature of individual)

_____
Name of Business

City of Newton

Purchasing Department
Nicholas Read ⊛ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for Invitation For Bid #15-21

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_____ (Address)
_____ (Address)
PHONE _____ FAX _____
EMAIL _____

_____Signature

_____Date

.

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶** Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

THE CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

SPECIFICATIONS FOR ROAD SALT

SODIUM CHLORIDE:
The Sodium Chloride shall be delivered in a free flowing and useable condition and shall conform to ASTM-D632 Specifications unless hereinafter specified otherwise, which shall be a Sodium Chloride (NaC1), minimum content of 95 percent.

GRADING OF SODIUM CHLORIDE:
The Sodium Chloride shall conform to the following requirements for particle size when tested by means of laboratory sieves:

Passing 7/16" sieve (Minimum)	100%
Passing 3/8" sieve	95-100%
Passing No. 4 (4760-Micron sieve)	20 - 90%
Passing No. 8 (2380-Micron sieve)	10 - 60%
Passing No. 30 (590 - Micron sieve)	0 - 10%

NOTE: Detailed requirements for these sieves are given in the Standard Specifications for sieves for Testing Purposes. (ASSHO Designation M92-42)

Inspection-Sampling-Testing Sodium Chloride:
All testing shall be in accordance with current ASTM methods.

Deliveries:
All Sodium Chloride must be covered during transit with canvas or other suitable material and should be delivered in a dry condition. Sodium Chloride will be considered to be in a dry condition only when the water content does not exceed one-half (1/2) of one percent (0.5%) by weight. Water content over said one-half of one percent shall be considered excess and subject to adjustment therefore.

The laboratory report showing excess moisture on such accepted materials shall be furnished to the Vendor, and the Vendor shall reduce the invoice for the delivered materials by a weight equal to the weight of the excess moisture. Moisture content in excess of one percent (1.0%) by weight, may, in the judgment of the City, be cause for rejection of the material.

END OF SECTION

ICE B'GONE®

Specification for ICE B'GONE®

(1) Description

A liquid comprising specific ratios of Magnesium Chloride and ICE B'GONE -a quality controlled by-product of the alcohol distillation industry.

ICE B'GONE® is a complex aqueous solution containing carbohydrates, proteins and other organic moities derived from fermentation and distillation processes of agricultural products together with magnesium chloride and other inorganic chlorides. It is a slightly viscous, brown liquid employed in deicing and anti-icing operations.

(2) Physical Properties

(a) Density 1.27 to 1.29 grams per ml, typically 1.28 g per ml.

(b) Weight per gallon (US) 10.6 to 10.75 lbs., typically 10.7 lbs.

(c) Total solids (105° C) 53 to 56%, typically 54.6%.

(3) Chloride Contents

Salt	Range (%)	Typical Value (%)
Magnesium chloride	12.5 to 14.5	13.9
Calcium chloride	3.8 to 4.3	4.2
Sodium chloride	0.1 to 0.4	0.3
Potassium chloride	0.1 to 0.3	0.1
Total	16.5 to 19.5	18.5

(4) Miscellaneous Components

(a) Sulfate content 1.5 to 2.5%, typically 2.1%.

(b) Phosphorus content (as total P)400 to 800 ppm, typically 500 ppm.

(c) Cyanide CN^-, less than 0.02 ppm i.e. not detectable.

(d) Nitrate NO_3^-, less than 100 ppm i.e. not detectable.

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(5) Trace Metals Concentrations

Metal	Range (ppm)	Typical Value (ppm)
Aluminum	20 to 50	43
Arsenic	0.1 to 0.25	0.2
Barium	4 to 10	7.2
Beryllium	Less than 1.0	Less than 1.0
Cadmium	Less than 1.0	Less than 1.0
Cobalt	0.5 to 2.0	0.6
Chromium	Less than 1.0	0.5
Copper	5 to 15	10.0
Lead	Less than 10	1.3
Manganese	6 to 20	13.0
Mercury	Less than 0.005	Less than 0.004
Molybdenium	Less than 5.0	Less than 5.0
Nickel	Less than 1.0	0.3
Selenium	0.1 to 0.5	0.1
Silver	Less than 1.0	Less than 1.0
Vanadium	3 to 8	4.5
Zinc	2 to 6	2.7

ICE B'GONE® ...is safe to use around animals and humans. It does not affect skin, leather, clothing, or carpets. No special handling equipment is required .
...is water soluble and biodegradable.
...reduces the levels of sodium and chloride ion exposure to wells, vegetation, surface water.
...eliminates the need for sand, a major source of phosphorus and PM-10 contamination.

Sears warrants that ICE B'GONE® shall be fit for the purpose for which such goods are ordinarily intended. Such warranty is in lieu of all other warranties, express or implied, all of which are hereby disclaimed and excluded by Sears. In no event shall Sears be liable for any special, indirect, incidental or consequential losses or damages of any kind.

This technology is covered by various US and foreign patents which are owned by:
Sears Ecological Applications Company, LLC (SEACO) and Sears Petroleum and Transport Corp. (SEARS) 1914 Black River Blvd, Rome, NY 13440 1-888-4-SEACO - 1-888-847-3226

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September 2005

SEARS
ECOLOGICAL
APPLICATIONS
COMPANY, LLC

ENVIRONMENTALLY
SAFE AND SOUND ROAD MAINTENANCE

ICE B'GONE® (DCS) FREEZING POINTS AND SPECIFIC GRAVITY

Prepared by RA Hartley, FRSC; Consulting Chemist, August 29, 2005

Mixing Ratios by Volume			
ICE B'GONE® (DCS) gallons	Dilution with Water US Gallons	Specific Gravity	Freezing Point °F
100	Nil	1.275	-31
95	5	1.261	-20.5
90	10	1.247	-14.5
85	15	1.234	-10.0
80	20	1.220	-6.0
75	25	1.206	-2.0
70	30	1.192	+1.5
65	35	1.179	+4.5
60	40	1.165	+7.0
55	45	1.151	+10.0
50	50	1.137	+12.5
45	55	1.124	+15.0
40	60	1.110	+17.0
35	65	1.096	+19.0
30	70	1.082	+21.0
25	75	1.069	+23.5
20	80	1.055	+25.5
15	85	1.041	+27.0
10	90	1.027	+29.0
5	95	1.014	+30.5
0	100	1.000	+32.0

CORPORATE OFFICES 1914 BLACK RIVER BLVD. ROME, NEW YORK 13440
PH. 1-8888-4-SEACO FAX 315-337-0117

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Bodycote MATERIALS TESTING CANADA INC. www.na.bodycote-mt.com

2395 SPEAKMAN DRIVE, MISSISSAUGA, ONTARIO CANADA L5K 1B3 • TEL: (905) 822-4111 • FAX: (905) 823-1446

Client: **Sears Petroleum & Transport Corp.**

Attention: Dave Wood
1914 Black River Blvd.
Rome, New York
U.S.A. 13440

Certificate of Analysis
No.: 06-0621
Date: July 17, 2006

	Ice B' Gone Magic-0	New York State Specifications	PNS 2006 Specifications
Arsenic	<2.0ppm	5.00ppm	5.0 ppm
Barium	0.33ppm	75.00ppm	100.0 ppm
Calcium	417ppm		
Cadmium	<0.2ppm	0.20ppm	0.20 ppm
Chromium	<0.5ppm	0.50ppm	1.0 ppm
Copper	<0.5ppm	0.50ppm	1.0 ppm
Iron	70ppm		
Lead	2.3ppm	1.0ppm	1.0 ppm
Magnesium	45250ppm		
Mercury	<0.01ppm	0.05ppm	0.05 ppm
Potassium	21370ppm		
Phosphorous	106ppm	250ppm	2500ppm
Selenium	<5ppm	5.00ppm	5.0 ppm
Sodium	13200ppm		
Zinc	11ppm	10.0ppm	10.0 ppm
Chloride	175800ppm		
Cyanide (total)	<0.15ppm	0.20ppm	0.20 ppm
pH	6.8	3.2 to 7.0	6.0 to 9.0
Magnesium chloride	17.8%	13.0 to 24%	>25%
Dissolved Solids @ 105C	50%	35% Minimum	
Specific Gravity @ 25C	1.28		
Settleable Solids	1.0%	<1.0%	<1.0%
Freezing Point	-29°C (-20.2°F)	-20°F (-28.8°C)	
Corrosion Effectiveness	19.3	<30%	<30%
MPY Mils/Year	9.65	<13.5	<13.5

Bodycote Materials Testing Canada Inc.

Prepared by:

A. J. Horton
Scientist
Health Sciences

Reviewed by:

Doug Jovanovic, M.Sc.
Manager, Pharmaceutical Chemistry
Health Sciences

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Sears Ecological Applications Co, LLC

MATERIAL SAFETY DATA SHEET

Distillers Solubles/Magnesium Chloride

SECTION I - MATERIAL IDENTIFICATION AND USE:

MATERIAL NAME
DCS_{50}, ICE B'GONE, Magic

CLASSIFICATION/WHMIS
Not Controlled

MANUFACTURERS' NAME AND ADDRESS
Sears Petroleum & Transport Corp
1914 Black River Blvd, Rome, NY 13440

EMERGENCY PHONE NUMBERS
(315) 337-1232

CHEMICAL NAME	CHEMICAL FAMILY	CHEMICAL FORMULA
Magnesium Chloride and Distillers Condensed Solubles (DCS)	N/A	N/A

TRADE NAMES & SYNONYMS	MOLECULAR WEIGHT	MATERIAL USE
Distiller Solubles, DCS, ICE B'GONE, Magic, Magic –0, M-50, Bare Ground	N/A	Deicing, anti-icing

SECTION II - HAZARDOUS INGREDIENTS OF MATERIAL:

CHEMICAL IDENTITY	CONCENTRATION %	C.A.S.#	LD_{50}	LC_{50}
Magnesium Chloride	50%	7786-30-3	N/A	N/A
Distillers Condensed Solubles	50%	56-21-5	N/A	N/A

SECTION III - PHYSICAL DATA:

PHYSICAL STATE	ODOR AND APPEARANCE	ODOR THRESHOLD
Liquid	Brown liquid, pleasant odor	N/A
SPECIFIC GRAVITY	**VAPOR PRESSURE (mm)**	**VAPOR DENSITY**
1.26	N/A	N/A
EVAPORATION RATE	**BOILING POINT(C)**	**FREEZING POINT(C)**
Slightly slower than water	105° approx	-30°
SOLUBILITY IN WATER (20C)	**%VOLATILE (BY VOLUME)**	**pH**
Soluble in water	N/A	3.5-4.5

SECTION IV - FIRE & EXPLOSION HAZARD:

FLAMMABILITY
No

IF YES, UNDER WHAT CONDITIONS
N/A

MEANS OF EXTINGUISHING
N/A

SPECIAL PROCEDURES
None

FLASHPOINT (C) & METHOD
N/A

UPPER EXPLOSIVE LIMIT (% BY VOLUME)
None

LOWER EXPLOSIVE LIMIT (% BY VOLUME)
N/A

AUTO IGNITION TEMPERATURES (°C)
N/A

UNUSUAL FIRE AND EXPLOSION HAZARDS
None

SECTION V - REACTIVITY DATA:

CHEMICAL STABILITY: Stable

CONDITIONS TO AVOID: None

INCOMPATIBILITY: No

REACTIVITY: None

HAZARDOUS DECOMPOSITION PRODUCTS: None

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SECTION VI - HEALTH HAZARD DATA:

Routes of Entry	Health Hazards	Effects of Exposure to Material	First Aid (Section VIII)
Eyes	Yes	May cause irritation of tissue.	Flush eyes promptly with fresh water for 10 minutes. Seek medical attention.
Skin	Yes	May cause slight irritation.	Wash promptly with warm fresh water and mild soap.
Inhalation	Unlikely - Only if the form of very fine spray mist.	Vapors non-irritant. Fine particles from spray mist only may cause irritation of nasal and bronchial passages.	Remove to fresh air.
Ingestion	Unlikely - Has very bitter taste and emetic properties.	May cause vomiting and tissue irritation.	Rinse mouth out with fresh water. Seek medical attention.

HEALTH HAZARDS OF ACUTE EXPOSURE TO MATERIAL:
Very low toxicity LD_{50} (oral rat): 8100 mg/kg

EFFECTS OF CHRONIC EXPOSURE TO MATERIAL: N/A

EXPOSURE LIMITS: N/A

SENSITIVITY OF MATERIAL: Does not occur

IRRITANCY OF MATERIAL: N/A

SYNERGISSTIC MATERIALS: None

CARCINOGENICITY, REPRODUCTIVE EFFECTS, TERATOGENICITY, and MUTAGENICITY: None

SECTION VII - PREVENTATIVE MEASURES:

PERSONAL PROTECTIVE EQUIPMENT:

GLOVES: Rubber gloves recommended
EYES: Safety goggles recommended
OTHER: None
RESPIRATORY: None

ENGINEERING CONTROL: N/A

LEAK AND SPILL PROCEDURE: Flush small amounts to drain, collect large amounts and mix with road sand.

WASTE DISPOSAL: Rinse to sewer

HANDLING PROCEDURES & EQUIPMENT: Wash skin and equipment with water

STORAGE REQUIREMENTS: Avoid aluminum tanks

SPECIAL SHIPPING INFORMATION: DOT – not restricted, not listed as toxic chemical order 40 CFR section 372.65.

ENVIRONMENTAL IMPACT: Has no environmental impact due to very low phosphorus content (less than 100 ppm)

SECTION VIII – FIRST AID MEASURES (See above)

SECTION IX - PREPARATION DATE OF MSDS:

PREPARED BY	TELEPHONE #	PREP DATE	SUPERSEDES
Sears Ecological Applications Co, LLC	(315) 337-1232	June 2002	January 1999

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CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton or the Bid Participant, as the case may be (hereinafter referred to as the "City')..

2. Prices quoted must include delivery to the City, as specified on the Purchase Order.

3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and Included in the bid.

4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.

5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from data correct invoices is received by the City, if the latter date is later than the date of delivery.

6. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the co-ops best estimates of the supplies to be provided during the term of this Contract, the co-op does not expressly or by implication agree that the actual amount of tons ordered will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of product it may deem necessary, without change of price per unit of quantity.

7. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonable delayed) resulting from imperfect or defective work done or materials furnished by the Seller.

8. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent right. In case such material, equipment or apparatus, or any part thereof, in any suit is held to constitute infringement, the Seller within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment apparatus, and refund the sums paid therefor.

9. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.

10. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

11. If so stated in the Invitation for Bid, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).

12. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do sol will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days of execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

13. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.

14. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

15. "Equal" – An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased: and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specification and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

    For the use of material other than the one specified the Vendor shall assume the cost of any responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

    Except as otherwise provided for by the provisions, of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department. Other Bid Participants may have their own Minority/Women Business Enterprise policies.

17. Right To Know:

    Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The Vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDS 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 with the Commonwealth. All vendors furnishing substances or mixtures subject to chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617 727-2834) for $2.00 plus $.65 postage.

18. Insurance Requirements

    A. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract including options, if exercised.

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.149, s. 34 and c.152 as amended
PUBLIC LIABILITY	
Personal Injury	$500,000 each occurrence
	$1,000,000 aggregate
Property Damage	$500,000 each occurrence
	$1,000,000 aggregate
VEHICLE LIABILITY	
Personal Injury	$500,000 each person
	$1,000,000 aggregate
Property Damage	$300,000

B. The Owner shall be named as additional insured on the Contractor's Liability Policies.

C. The Contractor shall not commence the work until proof of compliance with this section has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued By a company authorized to write insurance in the Commonwealth. This certificate shall indicate that all required coverage is in force.

D. Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall Not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the Owner is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

END OF SECTION