CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT

PROJECT MANUAL:

COOPERATIVE BID FOR ROAD MAINTENANCE SALT

INVITATION FOR BID #17-12

Bid Opening Date: September 15, 2016 at 10:00 a.m.

SEPTEMBER 2016

Setti D. Warren, Mayor

THE CITY OF NEWTON
Purchasing Department
1000 Commonwealth Avenue, Room 201, Newton Centre, Massachusetts 02459
(617) 796-1220 / Fax (617) 796-1227 / TDD-TTY (617) 796-1089

INVITATION FOR BIDS – CO-OP BID FOR ROAD MAINTENANCE SALT
Invitation For Bid No. #17-12

SEALED BIDS on Bid Form #17-12 shall be received in accordance with M.G.L. c.30B, §5 at the office of the Newton Purchasing Department, City Hall Room 201, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **until 10:00 a.m. Thursday, on September 15, 2016**, and at that time and 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 the Cities of **Cambridge, Waltham** and **Newton** (collectively, the "Bid Participants") for a firm fixed cost for **Road Maintenance Salt** for the period from **October 1, 2016** through **June 30, 2017.** (Each Bid Participant will be responsible for its own contract and/or purchase order(s) with the successful vendor(s).)

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. Bid Participants shall have the right to call upon the Secondary Vendor to deliver required salt 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 amount of a municipality's overall requirements 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 1, 2016.**

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. #17-12) 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 Bid Participant's 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 of up to 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.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
September 1, 2016

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 or be familiar with local conditions 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 9, 2016 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 or any employee of any Bid Participant regarding this IFB outside of the Purchasing Department once the IFB 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 #17-12**.

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 #17-12," attached.

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: **#17-12**

* NAME OF PROJECT: **Cooperative Bid for Road Maintenance Salt 2016-17**

* 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 #17-12, attached hereto. It is the City's intent to award two (2) separate contracts for each item to the responsive and responsible bidder offering the lowest price for that item. 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. Bid Participants shall have the right to 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 amount of a Bid Participant's overall requirement ordered from the Secondary Vendor pursuant to this contract. Accordingly, the City may award as few as two (2) contracts, or as many as six (6) 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 responsive 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.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.

10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

CITY OF NEWTON

COOPERATIVE BID FOR ROAD MAINTENANCE SALT

BID FORM #17-12

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

This bid is for (1) Sixty Two Thousand Five Hundred (62,500) tons ROAD MAINTENANCE SALT(Delivered), screened to CC size bulk, (more or less), or * (2) Sixty Two Thousand Five Hundred (62,500) tons ROAD MAINTENANCE SALT(Picked Up), screened to CC size bulk, (more or less)* and/or (3) Thirteen Thousand Five Hundred (13,000) 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. 8 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 Bid Participant but itself.

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[1] REQUIRED (MORE OR LESS)		Delivery Locations
	Road Maintenance Salt	**Bulk Salt Treated with Ice-B-Gone ™**	
Arlington	**1,000 Tons**	**9,000 Tons**	**1**
Belmont	**5,000 Tons**	**0 (zero) Tons**	**1**
Brookline	**6,000 Tons**	**1,000 Tons**	**1**
Cambridge	**10,000 Tons**	**1,000 Tons**	**2**
Newton	**12,000 Tons**	**2,000 Tons**	**2**
Waltham	**15,000 Tons**	**0 (zero) Tons**	**1**
Watertown	**8,500 Tons**	**0 (zero) Tons**	**1**
Weston	**5,000 Tons**	**0 (zero) Tons**	**1**
TOTAL	**62,500 Tons**	**13,000 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. Bid Participants shall have the right to 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 amount of a Bid Participant's overall requirement ordered from the Secondary Vendor pursuant to this contract.

[1] This bid is based on estimated quantities, which are the Bid Participants' best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit prices shall be those set forth in the Bidder's Bid Form.

CONTACTS

Contact information is provided for future reference. Prior to bid opening all a communications between a bidder and the Bid Participants should be addressed to the City Purchasing Department at 617.796.1220 or **purchasing@newtonma.gov**

Arlington	Domenic Lanzillotti	Purchasing	781-316-3005	dlanzillotti@town.arlington.ma.us
Belmont	Judi Carmody	DPW	617-993-2680	belmontDPW@belmont-ma.gov
Brookline	Dave Geanakakis	Purchasing	617-730-2195	dgeanakakis@brooklinema.gov
Cambridge	Amy Witts	Purchasing	617-349-4310	awitts@cambridgema.gov
Newton	Nicholas Read	Purchasing	617-796-1222	nread@newtonma.gov
	Brian Zaniboni	DPW	617-796-1634	bzaniboni@newtonma.gov
	Shane Mark	DPW	617-796-1494	smark@newtonma.gov
	Rob Symanski	DPW	617-796-1049	rsymanski@newtonma.gov
	James McGonagle	DPW	617-796-1011	jmcgonagle@newtonma.gov
Waltham	Joseph Pedulla	Purchasing	781-314-3000	jpedulla@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
	Sarah Johnson	Treasury	781-786-5101	johnson.s@westonmass.org
	Kim Michel	DPW	781-786-5106	michel.k@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: _____

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 #17-12

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)

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual (Mandatory)

_____
*** Contractor's Social Security Number (Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

_____
Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

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.

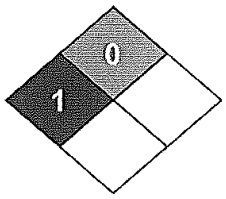
The laboratory report showing excess moisture on such accepted materials shall be furnished to the Vendor, and the Vendor shall reduce the invoice for the delivered materials by a weight equal to the weight of the excess moisture. Moisture content in excess of one percent (1.0%) by weight, may, in the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

END OF SECTION

Safety Data Sheet

Version: 5.0
Preparation Date: December, 2015
Supersedes All Previous Versions

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION



Product Name:	**ICE B' GONE II**	
Product Use:	De-icing, Anti-icing	
Manufacturer/Distributor:	Innovative Surface Solutions	
	78 Orchard Road Ajax, Ontario L1S 6L1	454 River Road Glenmont, NY 12077
Telephone:	1-800-387-5777	1-800-257-5808
24-Hour Emergency Telephone:	613-996-6666	1-800-424-9300
WHMIS Classification:	Not controlled	
Chemical Family:	Inorganic salt solution	

SECTION 2: HAZARD(S) IDENTIFICATION

GHS Classification		
Physical	**Health**	**Environment**
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Element Not Hazardous

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

Components	**CAS #**	**% by Weight**
Magnesium Chloride	7786-30-3	22.4%
Molasses	68476-78-8	20.0%

SECTION 4: FIRST-AID MEASURES

Eye	May cause slight eye irritation, immediately wash with water for 15 minutes. Get medical attention if irritation persists.
Skin	May cause skin irritation, wash skin thoroughly with soap and water. Get medical attention if irritation develops or persists.
Ingestion	Low in toxicity. May cause diarrhea and vomiting when large quantities are ingested.
Inhalation	Not applicable.

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media	Appropriate extinguishing media. This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.
Specific Hazards Arising from the Chemical	Expose to temperature above 160 C gives formation of toxic chloride gases
Protective Equipment and Precaution	Protective actions and / or special protective equipment depending on surrounding fire. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Risks and Spills	Small spills can be washed away with water. For large spills cordon off the spill area, collect and or absorb liquid with an inter absorbent and place in appropriate container for disposal. Flush spill area with water Report releases as per local, state and federal authorities
Protective Equipment and Exposure Control	See Section 9 for details

SECTION 7: HANDLING & STORAGE

Precaution for Safe Handling	Wear protective equipment and equipment. Avoid contact with eyes, skin and clothing. Avoid breathing mist or aerosols Wash your skin thoroughly with soap and water after handling, if product comes in contact.
Safe Storage / Incompatibilities	Store in cool, dry, well-ventilated area away from incompatible material. Carbon Steel, polyester, polyethylene and polypropylene are suitable material for construction.

SECTION 8: EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Control	Not established, no special precaution required.
Respiratory Protection	For dusty or misty conditions, wear NIOSH approved dust or mist respirator.
Skin Protection	Wear rubber gloves, boots and long sleeve shirts.
Eye Protection	Wear safety goggles.

SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

Physical State:	Liquid
Appearance | Odor:	Brown liquid | Pleasant odor
Odor Threshold:	Not established
Specific Gravity:	1.302g/mL
pH:	3.0 to 5.0
Vapor Pressure:	Not determined
Solubility in Water:	Completely
% Volatile:	Not determined
Vapor Density:	Not determined

SECTION 10: STABILITY & REACTIVITY

Reactivity / Chemical Stability	Not reactive. Stable under normal storage and handling conditions.
Conditions to Avoid	Temperature below or close to product freezing point can give formation of crystals during storage.
Incompatible Material	Strong oxidizing agents, concentrated acids and some metals.
Hazardous Decomposition Products	Above 160 C product decomposes and emits hydrogen chloride, halogenated compounds and chloride gas.

SECTION 11: TOXICOLOGICAL INFORMATION

Ingestion	Ingestion may cause slight irritation with nausea, vomiting and diarrhea.
Inhalation	Inhalation of mist may cause slight irritation of nose, throat and upper respiratory tract.
Eye	May cause minor irritation with pain and tearing.
Skin	May cause slight irritation on prolonged or repeated contact.
Carcinogenicity	None of the component in the product is listed as carcinogen or suspected carcinogen by IARC, NTP or OSHA.
Reproductive Toxicity	None.
Oral (rate) LD 50	8100 mg / Kg

Appraisal	The material is classified as not toxic.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity	Fathead minnow NOEC: 1.0 g / L Ceriodaphnia dubia NOEC: 1.00 g / L Selenastrum growth NOEC: 2.0 g / L
Persistence and Degradability	Not applicable.
Bio accumulative Potential	No data available.
Mobility in Soil	No data available.
Other Adverse Effects	None known.

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state and federal environmental regulations.

SECTION 14: TRANSPORT INFORMATION

Proper Shipping Name	Not regulated
UN Number	None
Hazard Class / packing Group	None
Label Required	None

SECTION 15: REGULATORY INFORMATION

CERCLA	This product is not subjected to CERCLA release reporting. Many States have more stringent release reporting requirements. Report spills required under federal, state and local regulations.
SARA Hazard Category (311 / 312)	Not Hazardous
SARA 313	None
EPA TSCA Inventory	All of the ingredients in this product are listed on the EPA TSCA Inventory.
CEPA	All the components of this product are listed on the Canadian DSL
WHMIS Classification	Not classified as dangerous.

SECTION 16: PREPARATION INFORMATION

Prepared By:	Innovative Surface Solutions
Telephone:	905-427-0318
Preparation Date:	December, 2015
Superseded Date:	ALL PREVIOUS VERSIONS

innovative SURFACE SOLUTIONS
READY WHEN NATURE STRIKES. GUARANTEED.

innovative
SURFACE SOLUTIONS

Product Technical Specification Sheet

Product Name: Ice B' Gone II

Physical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	**max**
1	Appearance	-	Brown	-	-
2	pH, deicer 1+4	ASTM D-1293	4.0	3.0	6.0
3	Specific Gravity (15°C | 60°F)	ASTM D-1429	1.300	1.290	1.310
4	Weight (lbs/gal)	ASTM D-1429	10.85	10.76	10.93
5	Freeze Point Temperature	PNS	-45°C | -49°F	-	-
6	% Freezer Settable Solids	PNS	<1.0	0.0	1.0
7	% Solids Passing #10 Sieve	PNS	>99.0	99.0	100.0
8	Total Dissolved Solids	-	38.4	37.4	45.4
9	Corrosion % effectiveness	NACE PNS	9.8	-	<30.0

Chemical Characteristics:

No.	Properties	Test Method	Typical Values	Specification	
				min	**Max**
10	% Magnesium Chloride	PNS	22.4	21.4	23.4
11	% Sodium Chloride	PNS	-	0.0	1.0
12	% Calcium Chloride	PNS	-	0.0	1.0
13	% Potassium Chloride	PNS	-	0.0	1.0
14	Arsenic (ppm)	EPA 200.7	<1.0	0.0	5.0
15	Barium (ppm)	EPA 200.7	<0.5	0.0	100.0
16	Cadmium (ppm)	EPA 200.7	<0.05	0.0	0.2
17	Chromium (ppm)	EPA 200.7	<0.5	0.0	1.0
18	Copper (ppm)	EPA 200.7	1.3	0.0	4.0
19	Cyanide (ppm)	EPA 335.4	<0.05	0.0	0.2
20	Lead (ppm)	EPA 200.7	<0.5	0.0	1.0
21	Mercury (ppm)	EPA 245.1	<0.02	0.0	0.05
22	Selenium (ppm)	EPA 200.7	<1.0	0.0	5.0
23	Zinc (ppm)	EPA 200.7	<0.1	0.0	10.0
24	Phosphorus (ppm)	EPA 365.4	15.9	0.0	2500.0

Ice B' Gone II
Effective Date: January 2015
www.innovativecompany.com

78 Orchard Road
Ajax, Ontario L1S 6L1
1-800-387-5777

454 River Road
Glenmont, NY 12077
1-800-257-5808

Analytical Laboratories, Inc.

1804 N. 33rd Street
Boise, Idaho 83703
Phone (208) 342-5515

Attn: KYLE SULLWOLD
INNOVATIVE SURFACE SOLUTIONS
454 RIVER ROAD
GLENMONT, NY 12077

Collected By: KYLE S.
Submitted By: FED EX

Source of Sample:
Magic Minus Zero/Ice B' Gone II

Time of Collection: 12:00
Date of Collection: 1/4/2016
Date Received: 1/13/2016
Report Date: 2/3/2016

Field Temp:
Temp Rcvd in Lab:
PWS:
PWS Name

Laboratory Analysis Report

Sample Number: 1601683

Test Requested	MCL	Analysis Result	Units	MDL	Method	Date Completed	Analyst
% Solid Passing #10 Sieve		> 99.0	%		PNS	2/2/2016	JH
100 percent passing the #10 sieve. Freezer temperature = 0 °F (-17.8 °C).							
Arsenic, As		< 1.0	mg/L	1.0	EPA 200.7	1/25/2016	JMS
Barium, Ba		1.3	mg/L	0.5	EPA 200.7	1/25/2016	JMS
Cadmium, Cd		< 0.05	mg/L	0.05	EPA 200.7	1/25/2016	JMS
Chromium, Cr		< 0.5	mg/L	0.5	EPA 200.7	1/25/2016	JMS
Copper, Cu		1.5	mg/L	0.1	EPA 200.7	1/25/2016	JMS
Value verified by duplication.							
Corrosion Rate, 3 Day, TSI Coupons		14.3	%		NACE PNS	1/22/2016	JH
Corrosion Rate Duplicate = 14.3 %							
Freezer Settleable Solids		< 1.0	%	1.0	PNS	2/2/2016	JH
There was no visible settleable material in a dark brown 800 mL sample. There was no density layer felt at any level.							
Lead, Pb		< 0.5	mg/L	0.5	EPA 200.7	1/25/2016	JMS
Magnesium Chloride		22.3	% wt		PNS	1/26/2016	JMS
Mercury, Hg		< 0.02	mg/L	0.02	EPA 245.1	1/15/2016	KC
Selenium, Se		< 1.0	mg/L	1.0	EPA 200.7	1/25/2016	JMS
Specific Gravity		1.2999	wt/vol		Pycnometer	1/19/2016	JD

MCL = Maximum Contamination Level
MDL = Method/Minimum Detection Limit
UR = Unregulated

Date Report Printed: 2/8/2016 2:12:28 PM

Laboratory Analysis Report

Sample Number: 1601683

Test Requested	MCL	Analysis Result	Units	MDL	Method	Date Completed	Analyst
Zinc, Zn		3.4	mg/L	0.1	EPA 200.7	1/25/2016	JMS
Metals Digestion		*			SW 846 3050	1/18/2016	JD
Total Phosphate (as P)		91	mg/L	10	EPA 365.4	1/21/2016	DS
Cyanide, Total		< 0.05	mg/L	0.05	EPA 335.4	1/26/2016	DS
pH, Deicer 1 + 4		4.4	S.U.		ASTM D1293	1/25/2016	JH
Chemical Oxygen Demand		198,000	mg/L	4000	EPA 410.4	1/20/2016	CJS
Biochemical Oxygen		101,000	mg/L	3	SM 5210 B	1/26/2016	GM

MCL = Maximum Contamination Level
MDL = Method/Minimum Detection Limit
UR = Unregulated

CC: KSULLWOLD@INNOVATIVECOMPANY.COM

Thank you for choosing Analytical Laboratories for your testing needs.
If you have any questions concerning this report,
please contact your client manager: James Hibbs

Page 2 of 2

Date Report Printed: 2/8/2016 2:12:28 PM

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