

Town of Needham
Department of Public Works
Public Services Administration Building, 500 Dedham Avenue
Needham, Massachusetts 02492
Telephone (781) 455-7550

ACKNOWLEDGEMENT OF RECEIPT

Release Date	October 23, 2025
Bid Title	Winter De-Icing Liquids
Bid Number	26DPW122G
Number of Documents	The Bid Package consists of 2 PDF documents. Returning this form confirms receipt of all the documents.
Pre-Bid Meeting	N/A
Questions Due	November 5, 2025, at 5:00pm
Bids are Due	November 13, 2025, at 1:30PM , Administration Office of the Department of Public Works located at the Public Services Administration Building, 500 Dedham Ave., Needham, MA, 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via email to dpwbids@needhamma.gov . Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this bid. Only those companies or individuals shown on the Distribution Register will receive addenda to this bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive .	
Name of Company or Individual	
Name / Title of Contact	
Address	
City/Town, State, Zip Code	
Telephone Number	
Fax Number	
Email Address	
Signature	
Date	
Addenda will be posted to the Town's website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**Winter De-Icing Liquids
26DPW122G**



Release Date	October 23, 2025
Pre-Bid Conference	N/A
Deadline for Questions	November 5, 2025, at 5:00pm
Bids Due	November 13, 2025, at 1:30PM Director of Administration Public Service Administration Building 500 Dedham Ave. Needham, MA 02492

(Advertised in the Hometown Weekly issue of Thursday, October 23, 2025)
(Advertised on the MNPA's website, Thursday, October 23, 2025)
(Published in the Goods & Services issue of Monday, October 20, 2025)
(Advertised on CommBuys on Thursday, October 23, 2025)

LEGAL NOTICE

**Town of Needham
Invitation for Bid (IFB)
Bid # 26DPW122G
Winter De-Icing Liquids**

The Towns/Cities of Andover, Belmont, Bolton, Brookline, Cambridge, Dedham, East Bridgewater, Fitchburg, Franklin, Haverhill, Lexington, Marlborough, Natick, Needham, Newton, Sherborn, Waltham, Watertown, Wellesley, and Westminster cooperatively, acting through the Town of Needham Department of Public Works, invites bids for **Winter De-Icing Liquids**. Copies of the Invitation for Bid (IFB) package will be available beginning **October 23, 2025**, at the Administration Office of the Public Works Department, 500 Dedham Ave., Needham, MA 02492 Monday through Friday during normal business hours, or from the Town's web site www.needhamma.gov/bids.aspx and will be available until the submission deadline.

Sealed bids must be submitted no later than **1:30PM, November 13, 2025**, to the Administration Office of the Public Works Department, Town of Needham, 500 Dedham Ave., Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED. Bids will be publicly opened after the submission deadline on November 13, 2025 at 1:30PM. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at <http://masspublicnotices.org/>.

**Kathleen King
Town Manager
October 23, 2025**

**IFB 26DPW122G
Winter De-Icing Liquids
Procurement in Brief**

Primary Procurement Contact	Katie Bamber, Administrative Analyst 781-455-7550 x72229 or kbamber@needhamma.gov
Contract Manager	Tyler Gabrielski, Director of Streets & Transportation
Bid Package Available	October 23, 2025 - Information and details of bidding requirements may be obtained at the Administration Office DPW, Public Service Administration Building, 500 Dedham Avenue, Needham, MA 02492, or online at the Town's web site http://www.needhamma.gov/bids.aspx
Pre-Bid Meeting	N/A
Bid Deposit	N/A
Deadline for Written Questions	November 5, 2025, at 5:00pm By Mail: DPW - 500 Dedham Ave., Needham, MA 02492 By Email: dpwbids@needhamma.gov Questions are to be clearly labeled as: QUESTIONS - Winter De-Icing Liquids, 26DPW122G
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's webpage and emailed to all bidders on record as having received the bid package.
When and where bids are due	November 13, 2025, at 1:30PM, Administration Office DPW, Public Service Administration Building, 500 Dedham Avenue, Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED
Where bids will be opened	Charles River Room, Public Service Administration Building, 500 Dedham Avenue, Needham, MA 02492 (immediately following submission deadline)
Contract Award	Anticipated November 2025 Approval of Town Manager and Town Counsel is REQUIRED for the Town of Needham Each community named in this bid will execute their own contract(s) with the successful bidder(s)
Contract Length	This Agreement shall be for a term commencing upon execution and ending October 31, 2026.

Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms
* Any delivery received after the due date and time will not be addressed. The time/date stamp located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. ** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.	

PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS

1.01 About Needham

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five-member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an "AAA" credit rating from Standard and Poor's.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 - 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$160 million.

1.02 Intent

The Town of Needham is circulating this cooperative Invitation for Bids (IFB) with the intention of acquiring bids for Winter De-Icing Liquids, to be utilized by several different municipalities including the Towns/Cities of Andover, Belmont, Bolton, Brookline, Cambridge, Dedham, East Bridgewater, Fitchburg, Franklin, Haverhill, Lexington, Marlborough, Natick, Needham, Newton, Sherborn, Waltham, Watertown, Wellesley, and Westminster. Each municipality will be responsible for contracting with the winning bidders for each item they wish to purchase.

All bids are subject to the provisions of M.G.L. Chapter 30B. The Town of Needham will award the contract to the lowest responsive and responsible bidder for each Bid Item. The Town of Needham reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening.

1.03 Quantities

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

It is agreed that the quantities listed in this bid solicitation are provided solely as a basis for the comparison of the bids. While the quantities are based on the cooperative's best estimates of the supplies to be provided during the term of their individual contracts, the co-op does not expressly or by implication agree that the actual amount of tons/gallons ordered will correspond to the quantities given herewith, and the municipalities reserve the right to increase or diminish the amount of product it may deem necessary, without a change of price per unit of quantity (apart from the defined differences in pricing based on the size of an individual order, as given by bidders). There shall be no guarantee as to the minimum amount ordered from the awarded vendors by the participating municipalities pursuant to their individual contracts.

1.04 General Contract Terms

To provide material to the Town of Needham the successful Bidder(s) must enter into the Form Agreement prepared by Town Counsel (Town of Needham Sample Agreement Available Online; Other agreements may vary by Community). To supply the other partner municipalities, vendors will need to contract with each municipality that wishes to utilize the bid prices provided as a result of this solicitation. Vendors that do so will be subject to the terms stipulated by the partner municipalities in their contract documents.

The Town of Needham may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

1.05 Questions Regarding Bid

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, mail, or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary.

1.06 Information about Changes to the Bid (Addenda)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed to those who provided an email address **and will also be posted to the website**. Please check back on the website for addenda before submitting your bid to the Town. Bidders may not be notified individually of addenda.

1.07 Bid Deposits, Bonds, Insurance, and Indemnification

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage

required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope, or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, Contractor, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

1.08 Prevailing Wages – RESERVED – NOT REQUIRED

1.09 Payment and Discount Terms, and Price Adjustments (Incomplete Work and Fuel)

Payment and Discount Terms

Payment terms for the Town of Needham are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number will change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work, as outlined in this IFB. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense. The Town, at its discretion, may collect for said damage, by the deduction of the appropriate amount from any outstanding balance owed to the Vendor.

Diesel Fuel and Gasoline Fuel Adjustments

The base price for this three-year contract is **\$2.793** per gallon for diesel and **\$2.471** per gallon for gasoline, as posted for **September 2025** on the MassDOT webpage. Provided below is a copy of MassDOT's special provisions.

DOCUMENT 00812
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS
Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<https://www.mass.gov/info-details/massdot-current-contract-price-adjustments>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number.

Invoices for additional services must include the date and times of the work, the type of the services performed; the number of hours or units to be charged, and the name of the person who authorized the work.

1.10 Bid Modifications or Withdrawals

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.11 Premature Opening of a Bid

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.12 Unexpected Closure or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **the same time** on the next normal business day. Bids will be accepted at the same location until that date and time.

1.13 Late Submissions

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

1.14 Rejection of Bids

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

1.15 Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.16 Public Records

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a contractor in response to this Bid. Thus, contractors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the contractor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

1.17 Conflict of Interest

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

1.18 Other Notices

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.19 Pre-Bid Conference

Refer to Procurement in Brief for details, if any.

1.20 Tie Bid

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.21 Contract Award

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

This bid may result in multiple awards. It is the intent to award up to six (6) separate contracts (one for each Bid Item, #1 through #6, depending on individual community needs) to the responsive and responsible bidders offering the lowest Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons), not including informational values. The Town of Needham will review all bids and will award the contract(s) to the lowest responsive and responsible bidder within each bid item/group. Bidders are strongly encouraged to provide pricing for all values within a bid item/group to be eligible for the award of that bid item/group.

Each participating municipality in this cooperative solicitation will enter into their own individual contracts with the awarded vendor for whichever bid items they intend to purchase according to the bid pricing. Each participating municipality will determine which bid items they will contract for, and they are not obligated to contract for any items that they do not intend to purchase. Please see attached estimated quantity spreadsheet for approximate orders of each item per municipality.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will request required documents, including any insurances and bonds, then email the contract package to be signed by the Bidder. The Town of Needham will then counter sign the contracts and will return one complete contract to the Bidder. The Town's Standard Contract is available online. Bidders are expected to review the sample contract "Short Form Agreement". Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

1.22 Submission Requirements

Quality Requirements

- ✓ **All bidders must furnish proof of a minimum of five (5) continuous years in business.**
- ✓ **All bidders must provide owner contact information for five (5) contracts of similar nature and scope performed to satisfaction for Massachusetts customers within the last five (5) years.**
- ✓ Data concerning the units of equipment that the bidder proposes to use in supplying the material shall be specified. The Town will not award this contract to any bidder who does not furnish evidence satisfactory to the Town of their ability and experience in this class of work and of sufficient capital and equipment to assure the successful performance of their obligations within the period of time specified in the contract.
- ✓ The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

Submission Requirements

1. The bid is to be submitted and addressed as follows: Director of Administration, Public Service Administration Building, 500 Dedham Ave., Needham, MA 02492.
2. The bid is to be clearly marked: **IFB 26DPW122G, Winter De-Icing Liquids.**
3. Bidder must acknowledge all addenda related to this IFB, if any.
4. Bidder must submit a completed **Bid Form A: Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed beyond those stipulated in Section 1.09. Vehicle surcharges or other adjustments will not be allowed.
5. Bidder must submit a completed **Bid Form B: Bidder Information Response** form.
6. Bidder must submit a completed **Bid Form C: Authentication Form.**
7. Bidder must submit a signed **Bid Form D: Certificate of Good Faith.**
8. Bidder must submit a completed **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package as **Bid Form F**).

10. Bidder must submit a completed **Bid Form G: Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.
11. Bids must be received and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
12. A **Bid Deposit** is **NOT** required.
13. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

PART 2 – SCOPE OF SERVICES OR PRODUCT SPECIFICATIONS

2.01 General

It is the intention of the Towns/Cities of Andover, Belmont, Bolton, Brookline, Cambridge, Dedham, East Bridgewater, Fitchburg, Franklin, Haverhill, Lexington, Marlborough, Natick, Needham, Newton, Sherborn, Waltham, Watertown, Wellesley, and Westminster acting through the Town of Needham Public Works Department, to purchase Organic Winter De-Icing Liquids with and without Chlorides in response to this bid invitation.

The acquisition of De-Icing Liquids will help maintain the Town's roadways during the snow and ice season. However, the Town reserves the right to order during the contract period, regardless of the season, at the same price contracted through this invitation for bids. It is the goal to have De-Icing liquids delivered in a timely fashion that allows the Town to keep adequate levels of inventory for Public Safety and for emergencies.

Bidders must submit a price for the product (Item) for all the specified quantities listed to all of the specified locations listed if they wish to be eligible for award of that item. Bidders must meet the minimum specifications for each listed item as detailed in the Materials section of the Specifications. Bidders meet other specified requirements of this bid and submit all required attachments no later than the time and date specified to be considered responsive.

The total estimated purchases within the contract period will be in the order of **393,000** gallons, but the obligations incurred by the acceptance of any bid pricing is limited to each individual municipality's purchase requirements and material needs for each Bid Item. Deliveries will be authorized by individual purchase orders issued by each individual municipality throughout the agreed-upon contract period. It will be the responsibility of each individual municipality to contract with the awarded bidder for each item they wish to purchase.

2.02 Proprietary Specifications

The specifications provided herein are not intended to limit competition with a certain manufacturer's product but to indicate to the bidder the quality and type of product to be supplied. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the Town states in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. Bidders wishing to provide an equal item should do so with their bids. The Town shall have the sole right to determine whether or not said item is equal.

2.03 Right to Know

Any Vendor who receives an order or orders resulting from this invitation agrees to submit a Safety Data Sheet (SDS) 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 SDS 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. If the Vendor fails to supply and/or perform the work to meet the requirements of the Town, the Town reserves the right to obtain these services from another source. Any additional costs incurred by the Town as a result of a price differential between the price paid on the open market and the contract price will be charged against the vendor or deducted from any balance owed to the vendor.

2.04 Performance

Vendors shall give their personal attention to the faithful performance of the work, shall keep the work under their personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Town. All assignments or transfers of any rights or interests in the contract by the successful bidder shall be void, without the previous written consent of the Town.

From time to time, the Town may require the Vendor to supply to the Town a sample of the materials for testing in order to ensure conformance to the Standard Specifications. Pricing stated within this contract and any available price discounts must be firm for the duration of the contract.

The Vendor shall provide in the bid **a Contract Manager** who shall be responsible for oversight and management of contract performance and shall act as the contact person for receipt of notice and other communications between the Towns/Cities and the supplier. The Contract Manager must respond within 24 hours. The Vendor Manager shall assure the proper operation and administration of the Contract and shall respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Towns/Cities. The Contract Manager may not be changed without prior written notice to the Town or an agreement must be executed between the Vendor and the Town prior to the change.

Upon award, the Contract Manager will provide the Town with a phone number where a dispatcher will be available 24 hours per day, 7 days per week. The dispatcher shall be responsible for receiving orders, confirming Purchase Orders, and scheduling delivery dates and times.

Vendors must be prepared to commence work to furnish and deliver initial orders of Organic Winter De-Icing Liquids with and without Chlorides no later than ten (10) calendar days following the contract start date.

2.05 Bid Pricing

Bidders are to insert the net unit price as specified, which they will charge for the purchase of various De-Icing Liquids under the contract terms and conditions.

Prices will remain as bid for the duration of the contract year. No price adjustments for any reason will be considered beyond those stipulated above (see Section 1.09 re: diesel and gasoline price adjustments).

Bid Price = Net Unit Price per gallon for de-icing liquid delivered by the Contractor, and shall include all freight, transportation rates and/or containers for the tote deliveries. All delivered material will be F.O.B. DESTINATION to awarded locations. It is the intent of the cooperative to have all requested liquids delivered by the Contractor to the various specified locations.

One contract will be awarded to the responsive and responsible bidder offering the lowest cost per gallon for each Item 1-6. This may result in up to six (6) separate contracts for each community. All quantities not labeled as "For Informational Purposes Only" MUST have a unit cost. Bidders do NOT have to bid on all items.

2.06 General Material Types

This bid is for the furnishing and delivery of various De-Icing Liquids intended for use as a deicer/anti-icer for road maintenance. It is intended for each municipality on the Bid to have a choice of any of the liquids specified herein.

Items included in this bid are:

1. Organic-based de-icer with no chlorides (DLA or for blending); **BioMelt AG64**
2. Organic-based de-icer with no chlorides (for blending); **GeoMelt 55**
3. Organic base de-icer with magnesium chloride (blended); **Magic-0**

4. Salt brine blended with organic-based deicer with no chlorides [80/20]; **GeoMelt S8**
(For municipalities with no means to produce their own brine)
5. Liquid calcium chloride; **ProMelt CAL 30**
6. Liquid magnesium chloride; **ProMelt MAG 30**

Liquids described herein can be used by the municipalities for Direct Liquid Applications (DLA), pre-wetting at the spinner of their spreader unit, or treating stockpiled materials.

2.07 Material Control

Products received under this contract shall be subject to inspection at any time by any member of the cooperative at such times and places as may be consistent with public interest. If analysis of samples taken should prove that the quality of the products does not meet necessary requirements, the Town reserves the right to cancel the contract at once.

If De-Icing Liquids fails to meet the minimum chemical requirement the Town may reject the material.

Any material that does not meet the specifications and is rejected by the Town must be removed by the Contractor free of charge within five (5) calendar days. Any material not removed within five (5) calendar days may become the property of the Town. The Contractor loses all right to those materials and will not receive any payment for rejected materials.

2.08 Delivery Requirements

Delivery Expectations

The intent of the cooperative is to have all requested materials delivered by a Contractor to each of the awarded communities listed herewith.

Normal Delivery

The contractor shall furnish and deliver materials when so ordered by the individual Community. Deliveries must be made within five (5) business days after receipt of the order. Deliveries must continue until the order is fulfilled. It is expected that a normal delivery for a Town/City would be fulfilled within five (5) business days from date of order outside of any extreme weather circumstances or if otherwise approved by the municipality placing the order.

Bulk & Tailgate Delivery

Bulk deliveries shall be by tank trucks and shall be capable of transferring the liquid solution from the transport vehicle into the bulk storage tanks.

The contractor will be responsible for all necessary equipment to transfer liquid chemical products to the Purchaser's storage tanks. The contractor shall visually inspect the discharge valve prior to unloading for the presence of any foreign material.

Tailgate delivery is defined as the delivery of liquids in typical 275-gallon totes in trucks to the indicated location as directed by the Town, with the Town furnishing all labor and equipment necessary to place or stock the respective totes after delivery.

Unloading

Site Preparation: To avoid unnecessary unloading delays municipality shall provide ready access to delivery site, adequate room for maneuvering and unloading, easy access to liquid tank connection, and a clearly identified unloading spot. If an unloading site is not adequate for deliveries, then the Contractor will notify the Municipality.

Unloading: Unloading of products is the responsibility of the Contractor, there shall be no additional cost to the Municipality for unloading related activities.

Delivery Quality Standards

All Liquids must be delivered with no foreign materials. All delivery truck tanks must be cleaned of any foreign materials before being used to deliver Organic Liquid De-Icer.

Contaminated Materials

The Contractor of any product delivered that is found to be contaminated and/or is cause for environmental concerns shall be responsible for all cleanup expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

Anti-foaming Agent

An anti-foaming agent will be available from Contractor for use as needed, at no additional charge to the Municipality, to control foaming during loading, unloading, and agitation of liquid chemical products.

Corrosion

No bid will be accepted on any corrosion inhibited product that has not successfully completed the National Association of Corrosion Engineers (NACE) Standard TM0169-95, as modified by the PNS, and found to have a Corrosion Value of at least 70% less than that of Sodium Chloride (salt). Equipment Damages: Contractor shall be liable, as determined by the municipality for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

Weight Checks

The Town reserves the right to make random gross vehicle weight checks of the weight of the liquid delivery by weighing a truck before and/or after delivery at no expense to the Town. The Town reserves the right to require the hauling vehicle gross or tare weight, or both, listed on the delivery ticket to be validated at a certified scale. The location of the certified scale must be no more than five (5) miles to the inspection area from the normal route. The Town will designate this location unless a location outside the destination area is agreed upon in writing.

Overweight Vehicles

State regulations pertaining to overweight vehicles will be strictly enforced. The Town will not pay for the portion of any load that exceeds the maximum allowable gross vehicle weight load limit.

Delivery Requirements and Expectations

Contractors must furnish and deliver Organic Liquid De-Icer when so directed by the Town and must continue making deliveries in accordance with schedules as the Town may prescribe.

UNDER NO CIRCUMSTANCES SHALL DELIVERED QUANTITIES EXCEED THE TOTAL QUANTITIES ORDERED. The Contractor shall bear the full responsibility for any overage shipped above the amount ordered and shall not receive compensation for any greater amount.

Where Liquids is shipped by truck directly from the Contractor's storage area, the Contractor must furnish the Town with a clear and legibly numbered delivery slip for each load bearing the following information for determining the pay quantity:

- Material
- Contractor's Name
- Date of Delivery
- Depot or Destination
- Gross Vehicle Weight (GVW), Tare and Net Weight
- Vehicle Registration Number
- Purchase Order/Requisition Number
- Truck Number
- Stockpile Location
- SIGNATURE OF CONTRACTOR'S ASSIGNED LICENSED WEIGHMASTER

The delivery slip shall be mechanically printed from a scale equipped with an automated printing system. Handwritten delivery slips are not acceptable.

Contractor's Meter

The Contractor's Meter used in metering liquid transfer must be furnished by the Contractor. Meters must be sealed as often as necessary to ensure their accuracy. A copy of the calibration certificate shall be provided to the Town when requested.

2.09 Item 1: Organic-based de-icer with no chlorides (DLA or for blending)

BIOMELT AG64 or Equal Specifications

This product can be employed by itself or blended with rock salt/salt brine for low corrosion – low-temperature anti-icing, de-icing operations.

1. This product must be 100% organic-based with no added chlorides, acetates, formates, or glycols.
2. Have no greater than 55% solids in suspension
3. Have a specific gravity between 1.25- 1.29
4. Have a freeze point in the range of -30 degrees F
5. And have the capability to have approximately 99% of the product pass thru a #10 sieve
6. And the following specifications for heavy metals

Metal	Typical Value	Specification Limit
Arsenic	<1.5	Max 5.00 ppm
Barium	<0.5	Max 100. 0 ppm
Cadmium	<0.05	Max 0.20 ppm
Chromium	<0.5	Max 1.0 ppm
Copper	0.5	Max 4.0 ppm
Lead	<0.5	Max 1.0 ppm
Mercury	<0.02	Max 0.05 ppm
Selenium	<1.0	Max 5.0 ppm
Zinc	4.6	Max 10.0 ppm

2.10 Item 2: Organic-based de-icer with no chlorides (for blending)

GEOMELT 55® or EQUAL SPECIFICATIONS

This product is an organic accelerator that is blended with rock salt / salt brine for low corrosion – low temperature anti – icing, de-icing operations.

1. This product must be 100% organic-based with no added chlorides, acetates, formates, or glycols.
2. Have no greater than 55% solids in suspension
3. Have a specific gravity between 1.25- 1.29
4. Have a freeze point in the range of -30 degrees F
5. And have the capability to have approximately 99% of the product pass thru a #10 sieve
6. And the following specifications for heavy metals

Metal	Typical Value	Specification Limit
Arsenic	<1.0	Max 5.00 ppm
Barium	0.8	Max 100. 0 ppm
Cadmium	<0.05	Max 0.20 ppm
Chromium	<0.5	Max 1.0 ppm
Copper	0.3	Max 4.0 ppm
Lead	<0.5	Max 1.0 ppm
Mercury	<0.02	Max 0.05 ppm
Selenium	<1.0	Max 5.0 ppm
Zinc	8.0	Max 10.0 ppm

2.11 Item 3: Organic base de-icer with magnesium chloride (blended)

MAGIC-0 or EQUAL SPECIFICATIONS

This product must be 20% organic byproduct performance enhancer and 80% magnesium calcium chloride brine for a liquid de-icing agent.

1. This product must be organic based with added magnesium chloride between 21.4%-23.4 % and an organic content between 15%-17%
2. Have a specific gravity between 1.29- 1.31
3. Have a freeze point in the range of -45 degrees F
4. And have the capability to have approximately 99% of the product pass thru a #10 sieve
5. And the following specifications for heavy metals

Metal	Typical Value	Specification Limit
Arsenic	<1.0	Max 5.00 ppm
Barium	<0.5	Max 100. 0 ppm
Cadmium	<0.05	Max 0.20 ppm
Chromium	<0.5	Max 1.0 ppm
Copper	1.3	Max 4.0 ppm
Lead	<0.5	Max 1.0 ppm
Mercury	<0.02	Max 0.05 ppm
Selenium	<1.0	Max 5.0 ppm
Zinc	<0.1	Max 10.0 ppm

2.12 Item 4: Salt Brine blended with Organic-based deicer with no Chlorides [80/20]

GEOMELT®S8 or EQUAL SPECIFICATIONS

This product can be employed by itself or blended with rock salt via pre-wet at spinner – auger or direct liquid application to road surface in the anti – icing or deicing method for a low corrosion – low temperature winter road maintenance product.

1. COMPOSITION: 20% GEOMELT 55® or EQUAL SPECIFICATIONS (100% organic-based additive) and 80% sodium chloride brine at min. 23.3% solids.
2. No added calcium chloride, magnesium chloride, acetates, formates, glycols.
3. SOLIDS IN SUSPENSION: 30% solids.
4. SPECIFIC GRAVITY: 1.20
5. pH: +/- 6.0 – 8.5

2.13 Item 5: Liquid Calcium Chloride

Promelt CAL 30 or EQUAL SPECIFICATIONS

This product must be a liquid calcium chloride brine for a liquid de-icing agent.

1. This product must be liquid calcium chloride between 30% - 32%
2. Have a specific gravity between 1.29- 1.3.
3. Have a freeze point in the range of -52 degrees F
4. And have the capability to have approximately 99% of the product pass thru a #10 sieve
5. And the following specifications for heavy metals

Metal	Typical Value	Specification Limit
Arsenic	<1.0	Max 5.00 ppm
Barium	55.0	Max 100. 0 ppm
Cadmium	<0.05	Max 0.20 ppm
Chromium	<0.5	Max 1.0 ppm
Copper	0.2	Max 1.0 ppm
Lead	<0.5	Max 1.0 ppm
Mercury	<0.02	Max 0.05 ppm
Selenium	2.3	Max 5.0 ppm
Zinc	<0.1	Max 10.0 ppm

2.14 Item 6: Liquid Magnesium Chloride

Promelt MAG 30 or EQUAL SPECIFICATIONS

This product must be a liquid magnesium chloride brine for a liquid de-icing agent.

1. This product must be liquid magnesium chloride between 22% - 30%
2. Have a specific gravity between 1.29- 1.3
3. Have a freeze point in the range of 1-degree F
4. And have the capability to have approximately 99% of the product pass thru a #10 sieve
5. And the following specifications for heavy metals

<u>Metal</u>	<u>Typical Value</u>	<u>Specification Limit</u>
Arsenic	<1.0	Max 5.00 ppm
Barium	<0.5	Max 100. 0 ppm
Cadmium	<0.05	Max 0.20 ppm
Chromium	<0.5	Max 1.0 ppm
Copper	<0.1	Max 1.0 ppm
Lead	<0.5	Max 1.0 ppm
Mercury	<0.02	Max 0.05 ppm
Selenium	<1.0	Max 5.0 ppm

Blue Dye

This BID specification calls for a liquid magnesium chloride brine with a blue dye additive for application visibility. Municipalities are not required to order the product with the blue dye additive, but they are responsible for ensuring that their order excludes dye if that is their preference. The bid pricing provided by the awarded vendor will apply to orders with or without the dye additive.

PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION

Winter De-Icing Liquids 26DPW122G

Company Name: _____

- ☐ Bidder has completed and returned the **Acknowledgment of Receipt** form (via email).
- ☐ Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form** or an exact copy.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response** form.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form C: Authentication Form**.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form D: Certificate of Good Faith**.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- ☐ Bidder has provided at least five (5) references on the **Bid Form F: Professional Reference Form** of which at least 2 are governmental units (municipal/county/regional district/state agency/special district).
- ☐ If the bid submission is signed by someone other than the Owner/President of the company, a completed **Bid Form G: Certificate of Authority of Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- ☐ Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

This form must be completed and filed with bid submission

Bid Form A: Bid Sheet (1 of 3)
Winter De-Icing Liquids
26DPW122G

All prices need to be submitted to TWO decimal places.

Bid Item 1: Organic-Based De-Icer with no Chlorides (DLA or for blending) BioMelt AG64 Total Estimated Quantity: 108,000 gallons		
Description		Unit Price
A	Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons)	/gal.
	<i>For Informational Purposes Only - Per Unit Price for Volumes Over 5,000 gallons</i>	/gal.
	<i>For Informational Purposes Only - Per Unit Price for Volumes Under 3,000 gallons</i>	/gal.

Bid Item 2: Organic-Based De-Icer with no Chlorides (for blending) GeoMelt 55 Total Estimated Quantity: 15,000 gallons		
Description		Unit Price
A	Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons)	/gal.
	<i>For Informational Purposes Only - Per Unit Price for Volumes Over 5,000 gallons</i>	/gal.
	<i>For Informational Purposes Only - Per Unit Price for Volumes Under 3,000 gallons</i>	/gal.

Bid Item 3: Organic Base De-Icer with Magnesium Chloride (blended) Magic -0 Total Estimated Quantity: 55,000 gallons		
Description		Unit Price
A	Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons)	/gal.
	<i>For Informational Purposes Only - Per Unit Price for Volumes Over 5,000 gallons</i>	/gal.
	<i>For Informational Purposes Only - Per Unit Price for Volumes Under 3,000 gallons</i>	/gal.

Company Name: _____

This form must be completed and filed with bid submission

Bid Form A: Bid Sheet (2 of 3)
Winter De-Icing Liquids
26DPW122G

All prices need to be submitted to TWO decimal places.

Bid Item 4: Salt Brine Blended with Organic-Based De-Icer with no Chlorides [80/20] GeoMelt S8 Total Estimated Quantity: 86,000 gallons			
Description		Unit Price	
A	Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons)		/gal.
<i>For Informational Purposes Only - Per Unit Price for Volumes Over 5,000 gallons</i>			<i>/gal.</i>
<i>For Informational Purposes Only - Per Unit Price for Volumes Under 3,000 gallons</i>			<i>/gal.</i>

Bid Item 5: Liquid Calcium Chloride ProMelt CAL 30 Total Estimated Quantity: 20,000 gallons			
Description		Unit Price	
A	Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons)		/gal.
<i>For Informational Purposes Only - Per Unit Price for Volumes Over 5,000 gallons</i>			<i>/gal.</i>
<i>For Informational Purposes Only - Per Unit Price for Volumes Under 3,000 gallons</i>			<i>/gal.</i>

Company Name: _____

This form must be completed and filed with bid submission

Bid Form A: Bid Sheet (3 of 3)
Winter De-Icing Liquids
26DPW122G

All prices need to be submitted to TWO decimal places.

Bid Item 6: Liquid Magnesium Chloride ProMelt MAG 30 With Blue Dye Total Estimated Quantity: 109,000 gallons			
Description		Unit Price	
A	Cost per Gallon for bulk delivery quantities (Minimum of 3,000 gallons)		/gal.
<i>For Informational Purposes Only - Per Unit Price for Volumes Over 5,000 gallons With Blue Dye</i>			<i>/gal.</i>
<i>For Informational Purposes Only - Per Unit Price for Volumes Under 3,000 gallons With Blue Dye</i>			<i>/gal.</i>

Bidder Acknowledges Addenda #: _____

Company Name: _____ Number of Years in Business: _____

Address: _____

Authorized Signature: _____

Printed Name & Title: _____

This form must be completed and filed with bid submission

Bid Form B: Bidder Information Response
Winter De-Icing Liquids
26DPW122G

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? ☐ **Yes** ☐ **No**
2. Is the Bidder prepared to provide the insurances as required? ☐ **Yes** ☐ **No**
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.) ☐ **Yes** ☐ **No**
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? ☐ **Yes** ☐ **No**
5. Is the Bidder prepared to execute the Town's contract, if awarded? ☐ **Yes** ☐ **No**

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

This form must be completed and filed with bid submission

Bid Form C: Authentication Form
Winter De-Icing Liquids
26DPW122G

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, the contractor shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: _____

Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____ Phone Number: _____

Fax Number: _____ Email: _____

This form must be completed and filed with bid submission

**Bid Form D: Certificate of Good Faith
Winter De-Icing Liquids
26DPW122G**

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

☐ as partner for _____, a partnership.

☐ as _____ for _____, a corporation.

☐ as attorney in fact for _____, the principal.

☐ as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

This form must be completed and filed with bid submission

**Bid Form E: Certificate of Compliance with Massachusetts Tax Laws
Winter De-Icing Liquids
26DPW122G**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , 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.**

(1) Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association, or Partnership: _____

Federal Tax ID Number or Social Security Number: _____

(2) By: _____ Date: _____

(Authorized Corporate Signature)

Name and Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

* 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 Town of Needham receives a signed copy of this Certification.

This form must be completed and filed with bid submission

Bid Form F: Professional References (1 of 3)
Winter De-Icing Liquids
26DPW122G

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

Bid Form F: Professional References (2 of 3)
Winter De-Icing Liquids
26DPW122G

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

Bid Form F: Professional References (3 of 3)
Winter De-Icing Liquids
26DPW122G

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**Bid Form G: Certificate of Authority
Winter De-Icing Liquids
26DPW122G**

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the
contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of Clerk or Secretary)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is **ON OR AFTER** the date the
officer signed the **contract and bonds.**)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

						Beet/Corn/Soy	Beet	MgCl/Mol./Brine	NaCl/Beets	Liquid Calcium	Liquid Magnesium	393,000
						108,000	15,000	55,000	86,000	20,000	109,000	
						Biomelt AG64	Geomelt 55	Magic -0	Geomelt S8	Promelt CAL 30	Promelt MAG 30	
	Town/City	Contact	Title	Phone	Email	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Agency Total
1	Andover	Carlos Jaquez	Director of Public Works	978-623-8800	dpw@andoverma.gov ; carlos.jaquez@andoverma.gov	5,000	5,000			10,000		20,000
	Andover	Ami Salvi	Business Coordinator	978-623-8715	amy.salvi@andoverma.us							
2	Belmont	Steven Mosca	Operations Manager	617-993-2680	smosca@belmont-ma.gov			15,000				15,000
3	Bolton	Randy Heglin	Public Works Director	978-779-6402	dpw@bolton-ma.gov				3,500			3,500
4	Brookline	Kevin Johnson	Director of Highway & Sanitation	617-879-4900	kjohnson@brooklinema.gov	10,000						10,000
	Brookline	Danny Palermo	Operations Manager	617879-4910	jpalermonieves@brooklinema.gov							
5	Cambridge	T.J. Shea	Superintendent of Streets	617-349-4851	tshea@cambridgema.gov	10,000						10,000
6	Dedham	Joe Flanagan	Director of Public Works	781-751-9350	jflanagan@dedham-ma.gov	28,000						28,000
	Dedham	Andrea Brown		781-751-9373	abrown@dedham-ma.gov							
7	East Bridgewater	John Haines	Director of Public Works	508-378-1620	dpw@ebmass.com				7,500		3,000	10,500
8	Fitchburg	Jeff Hillman	Superintendent of Streets	978-829-1912	jhillman@fitchburgma.gov				15,000		55,000	70,000
9	Franklin	Carlos Rebelo	Superintendent Highway & Grounds	508-553-5554	crebelo@franklinma.gov				25,000			25,000
11	Franklin	Pam Vickery	Purchasing Agent	508-553-4835	pvickery@franklinma.gov							
10	Haverhill	Mike Arpino	Highway Superintendent	(978) 420 - 3811	marpino@cityofhaverhill.com			20,000				20,000
	Haverhill	Steven S. Bucuzzo	Purchasing Director/CPO	978.420.3606	sbucuzzo@cityofhaverhill.com							
11	Lexington	John Zaccardi	Highway, Equipment & Drains Supt.	781-274-8357, Direct	jzaccardi@lexingtonma.gov	30,000						30,000
	Lexington	Marc Valenti	Manager of Operations	617-202-8744	mvalenti@lexingtonma.gov							-
12	Marlborough	James Dascoli	General Foreman	508- 624-6910 ext. 33301	idascoli@marlborough-ma.gov	6,000						6,000
13	Natick	Brian Caissie	Highway Supervisor	508-647-6562	bcaissie@natickma.org			12,000				12,000
14	Needham	Erik Lannigan	Assitant Highway Superintendent	781-455-7550	elannigan@needhamma.gov				20,000		20,000	40,000
	Needham		DPW Admin		dpwadmin@needhamma.gov							
15	Newton	Bernie McDonald	Director of Streets	781-858-5728	bmcdonald@newtonma.gov	10,000	10,000					20,000
16	Sherborn	Sean Killeen	Director of Public Works	508-651-7878	skilleen@sherbornma.org				15,000			15,000
17	Waltham	Jeff Sutherland	Assistant Superintendent	781-314-3861	jsutherland@city.waltham.ma.us						24,000	24,000
18	Watertown	John Zaccardi	Deputy DPW Director	617-999-2188	jzaccardi@watertown-ma.gov					10,000		10,000
19	Wellesley	Joe Hobbs	Superintendent	781-235-7600 x3321	jhobbs@wellesleyma.gov			8,000			7,000	15,000
	Wellesley	Michael Quinn	Highway General Foreman	781-235-7600x3339	mquinn@wellesleyma.gov							
20	Westminster	Kevin Collins	Assistant Director of Public Works	978-874-5572	kcollins@westminster-ma.gov	9,000						9,000
	Westminster	Tammy Paul			tpaul@westminster-ma.gov							