

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT***

***PROJECT MANUAL:***

**COOPERATIVE BID FOR ROAD MAINTENANCE SALT,  
TREATED SALT (ICE B'GONE, PROMELT  
ULTRA 2000 INH, OR OTHER EQUIVALENT) &  
SOLAR SALT**

***INVITATION FOR BID #24-21***

**Bid Opening Date: October 19, 2023, at 10:30 a.m.**

**SEPTEMBER 2023  
Ruthanne Fuller, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**1000 Commonwealth Avenue, Room 108, Newton Centre, Massachusetts 02459**  
**(617) 796-1220 / Fax (617) 796-1227 / TDD-TTY (617) 796-1089**

**CO-OP BID FOR ROAD MAINTENANCE SALT, TREATED SALT (ICE B'GONE, PROMELT  
ULTRA 2000 INH, OR OTHER EQUIVALENT) & SOLAR SALT**  
**Invitation For Bid No. #24-21**

SEALED BIDS on Bid Form #23-30 shall be received in accordance with M.G.L. c.30B, §5 at the office of the Newton Purchasing Department, City Hall Room 108, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **until 10:30 a.m. Thursday, on October 19, 2023**, 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, Needham, Watertown, and Weston**, and the Cities of **Cambridge, Somerville, Waltham and Newton** (collectively, the "Bid Participants") for a firm fixed cost for **Road Maintenance Salt** for the period from **October 19, 2023**, through **June 30, 2024**. (Each Bid Participant will be responsible for its own contract and/or purchase order(s) with the successful vendor(s).)  
**NOTE: Vendors are to deliver salt on weekends and holidays to Bid Participants should weather conditions require it.**

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 for each item. A **primary award** shall be made to the lowest responsive and responsible bidder ("Primary Vendor") for that item. A **secondary award** shall be made to the next lowest responsive and responsible bidder ("Secondary Vendor") for that item. Bid Participants shall have the right to call upon the Secondary Vendor to deliver required salt or salt material 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. Quantities provided are based on past experience. There shall be no guarantee as to the minimum amount of a Bid Participant's overall requirements ordered from a Vendor pursuant to this contract.

The Invitation For Bid (IFB) will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after **10:00 a.m., Thursday, October 5, 2023**.

Bidders are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Bidders are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid number (i.e. #23-30) they have downloaded in order that they will receive notices and addenda, if any.

**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.

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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

**CITY OF NEWTON**  
Nicholas Read



*Chief Procurement Officer, October 5, 2023,*

**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 Documents and 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](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, October 13, 2023 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](http://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](mailto: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 #24-21**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #24-21," 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 shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#24-21**
  - \* NAME OF PROJECT: **CO-OP BID FOR ROAD MAINTENANCE SALT, TREATED SALT (ICE B'GONE, PROMELT ULTRA 2000 INH, OR OTHER EQUIVALENT) & SOLAR SALT**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 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 Massachusetts law requires 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 M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
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 must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

## 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 indicate 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 the four item types set forth in Bid Form #24-21, attached hereto. It is the City's intent to award up to two (2) separate contracts for each item<sup>1</sup> to the responsive and responsible bidders 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 slat types, whether delivered or picked up. There shall be no guarantee as to the minimum amount of a Bid Participant's overall requirement ordered from any Vendor pursuant to this contract. Accordingly, the City may award as few as two (2) contracts, or as many as eight (8) contracts. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. **Bidders are not required to bid on all items; they may bid on as few as one or as many as four (4) items.**
- 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.
- 7.7 No form of contract is provided with this IFB, as each Bid Participant has its own form of contract.

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

### END OF SECTION

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<sup>1</sup> Road Maintenance Salt (Delivered), Road Maintenance Salt (Picked Up), Bulk Salt Treated With Ice B'Gone & Solar Salt.

**CITY OF NEWTON**

**CO-OP BID FOR ROAD MAINTENANCE SALT, TREATED SALT(ICE B’GONE, PROMELT ULTRA 2000 INH, OR OTHER EQUIVALENT) & SOLAR SALT**

**BID FORM #24-21**

Bidder acknowledges the following Addenda \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

This bid is for the following estimated amounts: (1) Sixty Two Thousand Seven Hundred (62,700) tons\* ROAD MAINTENANCE SALT (Delivered),\*\* screened to CC size bulk, (more or less), or \*\* (2) Sixty Two Thousand Seven Hundred (62,700) tons ROAD MAINTENANCE SALT (Picked Up), screened to CC size bulk, (more or less),\*\* (3) Thirty Four Thousand (34,000) tons of Bulk Salt Treated with Ice B’Gone, \*\*\* and/or (4) Two Thousand (2,000) tons of Solar Salt. All material must equal or exceed the standards set forth in the specifications at pp. 21-27 below. Bidders may bid on one, two, three 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
- 4. Solar Salt for Highway Deicing\*\*\*\* \$ \_\_\_\_\_ per ton

*\*Amounts are aggregate estimated amounts for ALL Bid Participants. See “Schedule Of Quantities And Number Of Delivery Locations For Each City And Town” at p. 8 below. Regardless of the quantities ordered, the per ton prices shall be those stated above.*

*\*\*Awarded Contractors may be required to deliver on weekends and holidays if required due to weather conditions.*

*\*\*\*Or Promelt Ultra 2000 INH, or other equivalent. Please refer to the attached ICE B’GONE™ Specifications and Material Data Safety Sheet.*

*\*\*\*\* Please refer to the attached Solar Salt Specifications and Data Sheet*

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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 <sup>2</sup> REQUIRED			Delivery Locations
	(MORE OR LESS)			
	<u>Road Maintenance Salt</u>	<u>Bulk Salt Treated with Ice B'Gone™<sup>3</sup></u>	<u>Solar Salt</u>	
<b>Arlington</b>	<b>1,000 Tons</b>	<b>9,000 Tons</b>	<b>0 (zero) Tons</b>	<b>1</b>
<b>Belmont</b>	<b>6,000 Tons</b>	<b>0 (zero) Tons</b>	<b>0 (zero) Tons</b>	<b>1</b>
<b>Brookline</b>	<b>6,000 Tons</b>	<b>1,000 Ton</b>	<b>500 Tons</b>	<b>1</b>
<b>Cambridge</b>	<b>3,000 Tons</b>	<b>10,000 Tons</b>	<b>300 Tons</b>	<b>2</b>
<b>Needham</b>	<b>5,200 Tons</b>	<b>1,000 Tons</b>	<b>0 (zero) Tons</b>	<b>1</b>
<b>Newton</b>	<b>15,000 Tons</b>	<b>2,000 Tons</b>	<b>700 Tons</b>	<b>2</b>
<b>Somerville</b>	<b>10,000 Tons</b>	<b>2,000 Tons</b>	<b>500 Tons</b>	<b>1</b>
<b>Waltham</b>	<b>3,000 Tons</b>	<b>9,000 Tons</b>	<b>0 (zero) Tons</b>	<b>1</b>
<b>Watertown</b>	<b>8,500 Tons</b>	<b>0 (zero) Tons</b>	<b>0 (zero) Tons</b>	<b>1</b>
<b>Weston</b>	<b><u>5,000 Tons</u></b>	<b><u>0 (zero) Tons</u></b>	<b><u>0 (zero) Tons</u></b>	<b>1</b>
<b>TOTAL</b>	<b>62,700 Tons</b>	<b>34,000 Tons</b>	<b>2,000 Tons</b>	

**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 purchased items, whether delivered or picked up. There shall be no guarantee as to the minimum amount of a Bid Participant’s overall requirement ordered from a Vendor pursuant to this contract.

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<sup>2</sup> 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.

<sup>3</sup> Or Promelt Ultra 2000 INH, or other equivalent. Please refer to the attached ICE B’GONE™ Specifications and Material Data Safety Sheet.

## **BID PARTICIPANT CONTACT SHEET**

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

Arlington	Mary Elende Natale	Purchasing	781-316-3003	<a href="mailto:mdenatale@town.arlington.ma.us">mdenatale@town.arlington.ma.us</a>
Belmont	Judi Carmody	DPW	617-993-2680	<a href="mailto:belmontDPW@belmont-ma.gov">belmontDPW@belmont-ma.gov</a>
	Maria Malfa	DPW	617-993-2680	<a href="mailto:belmontDPW@belmont-ma.gov">belmontDPW@belmont-ma.gov</a>
Brookline	Dave Geanakakis	Purchasing	617-730-2195	<a href="mailto:dgeanakakis@brooklinema.gov">dgeanakakis@brooklinema.gov</a>
	Kevin Johnson	DPW	617-879-4900	<a href="mailto:kjohnson@brooklinema.gov">kjohnson@brooklinema.gov</a>
Cambridge	Elizabeth Unger	Purchasing	617-349-4310	<a href="mailto:unger@cambridgema.gov">unger@cambridgema.gov</a>
	Shuo Wang	Purchasing		<a href="mailto:swang@cambridgema.gov">swang@cambridgema.gov</a>
Needham	Erik Lannigan	DPW	781-389-7872	<a href="mailto:elannigan@needhamma.gov">elannigan@needhamma.gov</a>
	Tyler Gabrielski	DPW Purchasing	781-760-8530	<a href="mailto:tgabrieleski@needhamma.gov">tgabrieleski@needhamma.gov</a>
Newton	Nicholas Read	Purchasing	617-796-1222	<a href="mailto:nread@newtonma.gov">nread@newtonma.gov</a>
	Bernie McDonald	DPW	617-796-1494	<a href="mailto:berniemcdonald@newtonma.gov">berniemcdonald@newtonma.gov</a>
	James McGonagle	DPW	617-796-1011	<a href="mailto:jmcgonagle@newtonma.gov">jmcgonagle@newtonma.gov</a>
Somerville	Angela Allen	Purchasing	617-625-6600 Extension 3410	<a href="mailto:amallen@somervillema.gov">amallen@somervillema.gov</a>
	Julie Spurr Knight	DPW	617-425-6600 Extension 5107	<a href="mailto:jspurrknight@sumervillema.gov">jspurrknight@sumervillema.gov</a>
Waltham	Crystal Philpott	Purchasing	781-314-3000	<a href="mailto:cphilpott@city.waltham.ma.us">cphilpott@city.waltham.ma.us</a>
	Mike Chaisson	DPW	781-314-3809	<a href="mailto:mchiasson@city.waltham.ma.us">mchiasson@city.waltham.ma.us</a>
Watertown	Brian Wyncoop	Purchasing	617-972-6414	<a href="mailto:bwyncoop@watertown-ma.gov">bwyncoop@watertown-ma.gov</a>
	Mike Albano	DPW	617-972-6420	<a href="mailto:malbano@watertown-ma.gov">malbano@watertown-ma.gov</a>
Weston	Tom Cullen	DPW	781-786-5105	<a href="mailto:cullen.t@westonmass.org">cullen.t@westonmass.org</a>
	Susan Kelley	Treasury	781-786-5085	<a href="mailto:kelly.s@westonmass.org">kelley.s@westonmass.org</a>
	Kim Michel	DPW	781-786-5106	<a href="mailto:michel.k@westonmass.org">michel.k@westonmass.org</a>



**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 OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 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



Mayor  
Ruthanne Fuller

**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

Date

Vendor

Re: Debarment Letter for Invitation For Bid #24-21

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

**Debarment:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## 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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> 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.

<b>Sign Here</b>	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,

## 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.

## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

---

**(Jurisdiction)**

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

---

**Name of person signing proposal**

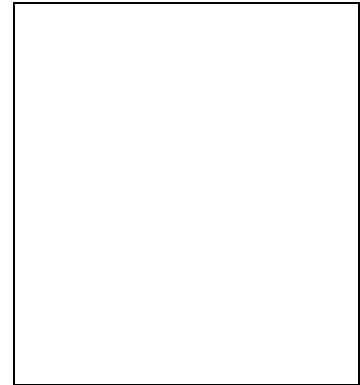
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**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



# 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 date 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-op's 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 number 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 so 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 with work done without a 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 costlier, 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**

**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 (NaCl), 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.

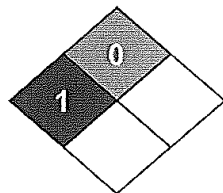
**END OF SECTION**

# 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 454 River Road  
Ajax, Ontario Glenmont, NY  
L1S 6L1 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

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

## SECTION 5: FIRE FIGHTING MEASURES

<b>Suitable Extinguishing Media</b>	Appropriate extinguishing media. This product is not combustible. Choose media depending on surrounding fire. All extinguishing medias are allowed.
<b>Specific Hazards Arising from the Chemical Protective Equipment and Precaution</b>	Expose to temperature above 160 C gives formation of toxic chloride gases. 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.

Ice B' Gone II

Page 1 of 3



## SECTION 6: ACCIDENTAL RELEASE MEASURES

<b>Risks and Spills</b>	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
<b>Protective Equipment and Exposure Control</b>	See Section 9 for details

## SECTION 7: HANDLING & STORAGE

<b>Precaution for Safe Handling</b>	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.
<b>Safe Storage / Incompatibilities</b>	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

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

## SECTION 9: PHYSICAL & CHEMICAL PROPERTIES

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

## SECTION 10: STABILITY & REACTIVITY

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

## SECTION 11: TOXICOLOGICAL INFORMATION

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

Ice B' Gone II

Page 2 of 3



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



## 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

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

<p>78 Orchard Road          Ajax, Ontario L1S 6L1          1-800-387-5777</p>	<p>454 River Road          Glenmont, NY 12077          1-800-257-5808</p>
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# 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



# 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

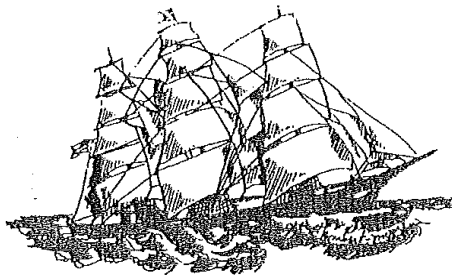
CC: KSULLWOLD@INNOVATIVECOMPANY.COM

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

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

OFFICE:  
 134 Middle Street, Suite 210  
 Lowell, MA 01852  
 Phone: 978 • 251-8553  
 Fax: 978 • 251-8244



PLANT:  
 99 Marginal Street  
 Chelsea, MA 02150  
 Phone: 617 • 884-5201  
 800 • 799-7258

## Eastern Salt Company, Inc.

### DATA SHEET: SOLAR SALT FOR HIGHWAY DEICING

#### DESCRIPTION:

The salt is made by solar radiation evaporating sea water in ponds. The salt is harvested and transported by truck to be washed, screened and put up in a stockpile for eventual distribution as a highway deicing salt. The salt is white crystal and has a greater than 99% sodium chloride content.

#### DIRECTION FOR USE:

Bulk solar salt is to be spread on streets and highways to remove ice and snow. The salt is not for human consumption.

#### ADDITIVES:

Bulk solar salt contains Yellow Prussiate of Soda, an additive put into salt to keep it from caking.

#### TYPICAL BULK DENSITY:

68-72 LB/FT<sup>3</sup>

#### PACKAGING:

Solar salt for removing ice and snow is in bulk form only. Bulk quantities are shipped by truck.

#### ANALYSIS METHOD:

ASTM designation     D 632  
                                  E 534 Sodium Chloride

<u>Typical Chemical Analysis</u>	<u>Specification</u>	<u>Typical Sieve Analysis</u>	<u>Specification</u>
Moisture	% 1.40-2.50	Sieve Size	Percent Passing
Calcium	As Ca 0.067 % AS CaO 0.122 %	3/4"	100.0
Magnesium	As Mg 0.008 % AS MgO 0.013 %	1/2"	99.11
Sulfates	As SO <sub>4</sub> 0.200 % AS SO <sub>3</sub> 0.167 %	3/8"	95.01
Ins. Matter		1/4"	89.00
NaCl	99.64 %	4/M	31.00
		8/M	12.87
YPS Added	100 ppm	30M	0.00

#### DISCLAIMER:

This information is accurate to the best of our knowledge. No guaranty, warranty, expressed or implied, is given.

**END OF SECTION**