

**TOWN OF SHERBORN, MASSACHUSETTS
REQUEST FOR BIDS
POLICE STATION, 17 WASHINGTON STREET
HVAC SYSTEM & ENERGY
EFFICIENCY IMPROVEMENTS**

Project Description:

Sherborn Police Station HVAC upgrade. The work shall be completed on or before June 15th 2018 from the notice to proceed and in the general Project includes; HVAC, gas fitting, electrical, acoustical ceiling.

Bid specs may be obtained on the Town's website <https://www.sherbornma.org>. Please notify Sean Killeen at skilleen@sherbornma.org when specs are obtained with your name, number and email address so that we are able to supply you with any addendums or answers to questions that may be asked.

Mandatory Pre-Bid Meeting is scheduled for Thursday, April 12, 2018 at 10:00am.

Questions Deadline: April 13, 2018

Questions must be submitted in writing to Sean Killeen, Facilities Manager, 19 Washington Street, Sherborn, MA 01770, or preferably by email at skilleen@sherbornma.org. Written responses will be mailed or e-mailed to all bidders on record as having picked-up or received the Request for Bid package by end of day, April 19, 2018.

Bid/Proposal Opening Deadline:

Friday, April 27, 2018
10:00am
Selectmen's Office
Town Hall
19 Washington St.
Sherborn, MA 01770

INSTRUCTIONS TO BIDDERS

1. All bids must be properly signed, enclosed in an envelope that is sealed and plainly marked on the outside: “**RFP – PD HVAC**”
2. All bids shall include **two (2) original sets** of the following completed and signed documents, or the entire submittal will be rejected:
 - a. Form for General Bid
 - b. Qualifying Bid Information
 - c. Equal Employment Opportunity/Affirmative Action Form
 - d. Attestation of Tax Compliance
 - e. Certificate of Non-Collusion
 - f. Bidder’s written Proposal for how the work will be accomplished (detailed description and other supporting material)
3. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; or 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
4. If any changes are made to this Request for Bids, an addendum will be issued. Addenda will be mailed, e-mailed or faxed to all bidders on record as having officially requested or picked up the Request for Bids.
5. Questions must be submitted in writing to Sean Killeen, Facilities Manager, 19 Washington Street, Sherborn, MA 01770, or preferably by email at *skilleen@sherbornma.org*. Written responses will be mailed or e-mailed to all bidders on record as having picked-up or received the Request for Bids by end of day, April 19, 2018.
6. The Town of Sherborn may cancel this Request for Bids, or reject, in whole or in part, any and all bids, if the Town determines that amendment, cancellation or rejection serves the best interests of the Town. The Owner, being considered the sole and only judge, reserves the right to waive any informality in, or to reject, any or all bids, should the Owner deem it to be in the owner's best interest to do so.
7. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrollable events such as national or local disaster, fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 10:00 AM on the next normal business day. [The Board of Selectmen or designee, or local, state and national safety officials are the only ones who may declare Town Hall closed.] In that case, bids would be accepted until that date and time.

TOWN OF SHERBORN, MASSACHUSETTS

REQUEST FOR BID PACKAGE

**POLICE STATION HVAC SYSTEM & ENERGY
EFFICIENCY IMPROVEMENTS**

FORMS PACKET

FORM FOR GENERAL BID

To the Town of Sherborn-Chief Procurement Officer/Town Administrator:

A. The Undersigned proposes to furnish all labor and materials required for the **Chief Procurement Officer/Town Administrator** for the Town of Sherborn, Massachusetts, in accordance with the identified scope of work, and for any work to be done that is reasonable, but not specifically identified.

B. This bid includes addenda numbered _____

Name of Bidder: _____

Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone & Fax Numbers: _____

E-Mail: _____

Bidder Signature:

Printed Name: _____

Title: _____

Date: _____

QUALIFYING BID INFORMATION

Bidder:

Address:

Previous experience in this field is _____ years

Municipalities in Massachusetts for which the bidder has performed work within the past thirty-six months.

<u>City/Town</u>	<u>Project</u>	<u>Name of Person</u>	<u>Phone #</u>
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1.

2.

3.

4.

5.

Bidder's personnel planned to be utilized on this project:

References:

Bidder shall list all projects that his/her company defaulted on and reasons for defaults:

Bidder Signature:

Printed Name: _____

Title: _____

Date: _____

CONTRACT FOR SERVICES

TOWN: The Town of Sherborn

TOWN’S REPRESENTATIVE: David Williams, Town Administrator

VENDOR:

PROJECT: Interior & Exterior Renovations

SITE: Fire Station 1, 22 North Main Street

BID AMOUNT:

DATE SUBMITTED BY:

The Town hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:	MINIMUM INSURANCE LIMITS
General Liability (Bodily Injury & Property Damage):	\$1,000,000.00
General Liability – Aggregate:	\$3,000,000.00
Worker’s Compensation:	\$ (as required by law)
Builder’s Risk Property Coverage:	\$ (completed value)
Property Coverage (Materials in Transit)	\$ (value of materials)
Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$2,000,000.00
Umbrella Liability – Aggregate:	\$2,000,000.00
Professional Liability (Errors & Omissions):	\$
Professional Liability – Aggregate:	\$

COMPLETION DATE:

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the Town, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound

bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services.

8. INSURANCE

- (a) The VENDOR shall, at its own expense, obtain and maintain general liability and auto/motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement. As proof of insurance, the VENDOR shall provide Certificate(s) of Insurance specifically stating in the Description portion of the certificate:

"The Town of Sherborn is named as additional insured in regards to General and Auto Liability on the policies noted above by contractual Agreement."

Coverage amounts shall be in at least the amounts noted below:
General Liability: At least **\$1,000,000** per occurrence, and,
at least **\$2,000,000** aggregate

Auto Liability: At least **\$1,000,000** bodily injury
and property damage per occurrence, and,
at least **\$2,000,000** aggregate

- (b) The VENDOR shall, before commencing performance of this Contract, provide insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN. Since this insurance is normally written on a year-to-year basis, the VENDOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

- (d) The VENDOR 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, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the VENDOR, subVendors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, 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 this Agreement. 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 VENDOR under the Contract.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 12, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 13(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.
- d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form

as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Suffolk or Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 12 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

16. CONFLICT OF INTEREST

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

PERSONNEL AND SUBCONTRACTORS:

Vendor's Team:

Subcontractors:

List of Attached Exhibits (check applicable boxes):

Exhibit		A	B
Attached	<input type="checkbox"/>		<input type="checkbox"/>
Not Attached	<input type="checkbox"/>		<input type="checkbox"/>

TOWN:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Approved as to availability of funds:

By: _____

Title: _____

Approved as to form by Town Counsel

The undersigned certifies that 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 he will comply fully with all laws and regulations applicable to awards made subject to M.G.L.C. 149 s. 44A. The undersigned hereby certifies under penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Name of General Bidder

_____/_____/_____
Date

By: _____
Name of Person Signing Bid and Title (Signed)
(Printed)

Name of Person Signing Bid and Title

Business Address

City, State, Zip

Telephone

Fax

Email Address

Conflict of Interest Statement

The Bidder hereby certifies:

I hereby certify that the Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the Invitation for Bids. I also certify that the Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Date: _____/_____/_____

Company: _____

By: _____
Company Official Signature

Print Name

Title

Address

Phone

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Section 23 EQUAL EMPLOYMENT OPPORTUNITY

Bidders are advised of the requirements of the following Town By-law, which was adopted on April 25-16, 19889, amended 1996, 1998, 2000, 2009, 2011

The Town provides equal employment opportunities to all Employees and applicants for Employment without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, status as a veteran or as a member of the military or status in any group protected by applicable federal or state laws. This policy applies to all terms and conditions of Employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The Town expects that all Employees will treat one another with respect and cooperation. The Town's policy is quite simple: the Town expressly prohibits any form of unlawful Employee discrimination or harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, status as a veteran or a member of the military, or status in any group protected by applicable federal or state law. The purpose of this policy is not to regulate our Employees' personal morality. It is to assure that, in the workplace, improper interference with the ability of the Town's Employees to perform their expected job duties is not tolerated.

To: Town of Sherborn, MA, Chief Procurement Officer

I have read the Equal Employment Opportunity clause of the Sherborn Personnel Administration as adopted by the Town of Sherborn on April 25-26, 1989, amended 1996, 1998, 2000, 2009 and 2011

Bidder Signature: _____

Printed Name: _____

Title: _____

Date: _____

Legislation Enacted By The Commonwealth Of Massachusetts, Effective July 1, 1983 Requires That The Attestation Below Be Signed.

ATTESTATION OF TAX COMPLIANCE

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

--Provide SS# only if awarded the Contract--

*Signature of Individual or
Corporate Name (Mandatory)

**Social Security Number or Federal
Identification Number (Mandatory)

By: _____
Corporate Officer
(Mandatory, if Applicable)

Date: _____

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing and tax payment obligations. Providers who fail to correct their non-filing or delinquency status will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C.62c, Sec.49A.

CERTIFICATE OF NON-COLLUSION

Massachusetts General Laws, Chapter 701 of Acts of 1983 requires that each bidder must certify as follows:

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 Person Signing Bid

Title

Company

Date