



**CITY OF GREENFIELD, a/k/a TOWN OF GREENFIELD
GREENFIELD, MASSACHUSETTS**

Flooring Replacement

Federal Street Elementary School

IFB # 12-02

Date of Issuance: June 15, 2011 9:00 a.m.

Deadline for receipt of bids: June 29, 2011 2:30 p.m.

Location of bid receipt: Purchasing Department
Office of the Mayor
Town of Greenfield
14 Court Square
Greenfield, MA 01301

Contact: Lane Kelly
Chief Procurement Officer
Town of Greenfield
14 Court Square
Greenfield, MA 01301
1-413-772-1567 ext. 102
purchasing@greenfield-ma.gov

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TABLE OF CONTENTS

IFB TITLE: FEDERAL STREET SCHOOL FLOORING

IFB NUMBER: 12-02

	<u>Page</u>
ADVERTISEMENT FOR BIDDERS.....	4
SECTION 1 – INFORMATION FOR BIDDERS.....	5
SECTION 2 – FORMS FOR BID	12
SECTION 3 – AGREEMENT	15
SECTION 4 – TECHNICAL SPECIFICATIONS	17
NON-COLLUSION AND TAX COMPLIANCE FORMS.....	19
APPENDIX A - PREVAILING WAGE RATES.....	20

Advertisement for Bidders
Office of the Mayor
14 Court Square
Greenfield, MA 01301

Sealed Proposals addressed to the Office of the Mayor, 14 Court Square, Greenfield, Massachusetts 01301 and endorsed "IFB # 12-02 Proposal for Federal Street School Flooring" will be accepted by the Office of the Mayor on the second floor of the Town Hall. Bids will be accepted until 2:30 p.m. on June 29, 2011. The Bids will then be publicly opened and read aloud at 2:30 p.m. in the Town Hall Meeting Room, Room #28.

The project consists of replacement of vinyl tile and carpet at the Federal Street Elementary School in Greenfield.

The Bid Security from the Contractor in the form of case, certified check, treasurer's check, or cashier's check, drawn upon a responsible bank in the Commonwealth of Massachusetts, or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Greenfield, Massachusetts and shall be enclosed with the bid.

Contract documents and proposal forms can be picked up at the Mayor's Office, or electronically forwarded at no cost, or can be mailed upon request, at a fifteen dollar (\$15.00) charge for handling and mailing costs. Mailing will be either via UPS or U. S. Mail, Fourth Class, Special Handling. All handling and mailing costs must be prepaid. Contract documents and proposal forms will be available after June 15, 2011 @ 9:00 a.m.

A site inspection is scheduled for **June 17th, 2011 at 10:30 a.m. starting at the Federal Street Elementary School.** If there are any questions regarding the site inspection or the specifications, please contact:

Lane Kelly
Procurement Officer
Town of Greenfield
14 Court Square
Greenfield, MA 01301
1-413-772-1567 ext. 102

SECTION 1

INFORMATION FOR BIDDERS

The Purchasing Officer of the City of Greenfield on behalf of the School Department is requesting bids from qualified contractors for flooring replacement at its elementary school located at 125 Federal Street. The project includes removal and replacement of carpet and tile. No asbestos containing materials are present in the existing flooring.

You are invited to submit a bid for replacing tile and carpet at the prescribed school building. All work is to be performed in accordance with the following specifications and as otherwise noted. Bid should include itemized description and pricing of all materials and labor as part of submission.

1.1 **Location and Work to be Done:**

The work herein specified to be done (herein sometimes referred to as the “Work”) consists of tearing up and laying vinyl tile and carpeting at the Federal Street School located at 125 Federal Street. Work to be done is specified in Section 6 – Technical Specifications.

- The Contractor shall furnish all labor, materials, equipment, machinery, apparatus, appliances, tools, supplies, and all other items necessary to do all the work required for the completion of the Work, as specified.
- Contractor shall ascertain the actual square footage and conditions.
- Contractor is responsible for any material removal and clean-up on a daily basis
- Where necessary, underlayment shall be replaced and 100% skim coating must be installed prior to flooring being installed
- Work on this project must meet the requirements of all applicable town, local and state codes, laws and ordinances, in addition to any technical societies referenced herein.
- Said bid shall include all materials, site protection, equipment, disposal and all labor incidentals to the project.
- The award of the Contract will be based on the bid that meets the best interests of the City and the availability of funds.
- The Contractor shall submit two (2) copies of all proposed Material Safety Data Sheets (MSDS) for products used.

1.2 **Bid Documents**

The Advertisement for Bidders, SCOPE OF THE WORK, and forms for Bid, may be obtained via the Town’s website at www.greenfield-ma.gov/departments/purchasing/ active bids or at the Office of the Mayor, Town Hall, 14 Court Square, Greenfield, MA 01301.

1.3 **Questions Regarding Documents**

Questions concerning this IFB must be submitted in writing to: Lane Kelly, Chief Procurement Officer, Town of Greenfield, 14 Court Square, Greenfield, MA 01301 before 2:00 p.m. on June 23, 2011. Questions may be sent electronically via e-mail and directed to purchasing@greenfield-ma.gov. In the subject line of the e-mail put “**Question-Federal Street Flooring**”. Alternatively, they may be faxed to 413- 772-1519 Attn: L. Kelly.

The Chief Procurement Officer will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his/her sole judgment are appropriate or necessary and his/her decision regarding each. At least three (3) days prior to the receipt of bids, she will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Contract Documents and will post them on Town of Greenfield website at www.greenfield-ma.gov under the Purchasing Department.

1.4 **Bidders to Investigate:**

Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received.

Bidders must satisfy themselves by personal examinations of the site of the Work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, and the difficulties attendant upon its execution.

1.5 **Information not Guaranteed:**

It is agreed and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town, arising from or by reason of any variance which may exist between the information made available and the actual conditions or natural phenomena actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.6 **Bid Submission**

Sealed Proposals marked "Proposal for Federal Street Flooring-IFB 12-02" must be submitted to the Office of the Mayor, 14 Court Square, Greenfield, Massachusetts **by 2:30 p.m. on Wednesday, June 29, 2011**. The bids will be publicly opened and read aloud at 2:30 p.m. in the Town Hall Meeting Room, Room #28.

All bids must be upon the blank form for bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the bidder with his business address and place of residence.

Bids must be accompanied by the following:

- Bid security in the amount of five percent (5%) of the bid price in the form of a bid bond or certified, treasurer's or cashier's check issued by a responsible bank or trust company. (See 1.15)
- A Certificate of Non-Collusion signed by the individual submitting the bid
- A Certificate of Tax Compliance signed by the individual submitting the bid
- A complete list of all flooring projects performed in the last three (3) years that are similar in size and scope to this project, including contact names and phone numbers.
- Certificate of Insurance

Failure to include any of the above may be the basis for a determination that the bidder is not a responsible bidder.

The bidder by making a bid represents that the bidder has read and understands the bidding documents, and that the bid is made in accordance therewith. By submitting a

bid, the bidder further represents that he or she has complied with the intent to visit the site, become familiar with local conditions under which the work is to be performed and has correlated the bidder's personal observations with the requirements of the contract documents. In addition, the bidder represents through his or her bid that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work of this contract.

Bidder is to list exceptions in detail of any and all material, item or design specifications in their bid.

1.7 **Bid Modification or Withdrawal**

A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for bid opening. Bid modifications must be submitted in a sealed envelop clearly labeled "Modification No. ____". Each modification must be numbered in sequence, and must reference the original IFB.

1.8 **Bids:**

The Town of Greenfield reserves the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel the bid prior to the time of opening; and to correct any award erroneously made as a result of a clerical error on the part of the Town. All information included in a proposal may be incorporated, at the sole discretion of the City, into the contract for Federal Street Flooring Replacement to be entered into between the City and the successful bidder.

1.9 **Alternates**

Each Bidder shall acknowledge Alternates (if any) on the Bid Form.

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.

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

1.10 **Comparison of Bids:**

Bids will be compared and awarded on the basis of the total price stated in the base bid.

In the event there is a discrepancy in the bid between the unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in the BID.

1.11 **Ability and Experience of Bidder:**

No award will be made to any bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and furnish the material and work within a normal period of time. The Town's decision or judgment on these matters shall be final, conclusive, and binding.

1.12 **Bid Security:**

The Town will obtain Bid Security from the Contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Greenfield, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the Town as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Town as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.

1.13 **Time for Completion:**

Contractor shall state their initiation and completion dates for the project, including all work necessary, to complete punch list items in their proposal based on the following dates:

Initiation of work can commence as soon as awarded. The work should be completed no later than July 29, 2011.

If vendor cannot meet these dates, identify alternate start and completion dates.

Should the Contractor fail to meet an agreed upon date, his surety bond may be called or a fine of \$100.00 a day levied for every work day the Work is not completed.

1.14 **Comparison of Bids:**

Bids will be compared and awarded on the basis of each individual item's unit price stated in the bid.

In the event there is a discrepancy in the bid between the unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in the BID.

1.15 All questions relative to the specifications shall be directed to:

Lane Kelly
Chief Procurement Officer
Town of Greenfield
14 Court Square
Greenfield, MA 01301
1-413-772-1567 ext. 102
purchasing@greenfield-ma.gov

1.16 **Disputes:**

In the event of any dispute as to any of the terms and conditions of this Contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.17 **Insurance Certificates:**

The Contractor will not be permitted to start any work until he has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the Town.

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the Town, insurance satisfactory to the Town as follows:

- A. Workmen’s Compensation and Employer’s Liability Insurance as required by the Workmen’s Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive General Liability Insurance covering Bodily Injury and Property Damage as follows:

Limits of Liability:

Bodily Injury *	\$300,000 each person \$500,000 each occurrence \$500,000 aggregate products
Property Damage *	\$100,000 each occurrence \$100,000 aggregate operations \$100,000 aggregate protective \$100,000 aggregate products \$100,000 aggregate contractual

* Or \$500,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor himself with his own employees, called “premises operations.”
2. Work performed by his subcontractors, called “sublet work” or Independent Contractors (this is referred to as Contractor’s Protective Liability).
3. The Contractor’s liability assumed under this contract, called “Hold Harmless” clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).

- C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$300,000 each person \$500,000 each accident
Property Damage	\$100,000 each accident

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

- D. All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the Town before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by

such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

* If blanket coverage is furnished, this particular Contract need not be referred to.

1.18 **Payment Bonding Requirement:**

M.G.L. c.149, §29 requires the Town to obtain a payment bond in the amount of at least 50 percent (50%) of the contract price from the contractor for every construction project costing over \$2,000.

1.19 **OSHA training certification:**

As of July 1, 2006, any person submitting a bid for, or signing a contract to work on, a construction contract estimated to cost more than \$10,000 must provide certain certifications in the bid or contract pertaining to the completion by all employees to be employed at the worksite and in the work of a construction safety and health course that is at least ten hours in duration and has been approved by the United States Occupational Safety and Health Administration (OSHA).

1.20 **References:**

Contractor will supply a complete list of all painting projects of similar size and scope completed within the past three years; including contact names and phone numbers.

1.21 **Warranties:**

Prior to final payment of monies for the contract, the Contractor shall provide the Town of Greenfield all required warranties, full and final discharges of liens from major material supplier and himself and the corporation of all punch list items.

1.22 **Decision to Award:**

The Town will award the contract to the responsive and responsible bidder(s) offering the lowest prices for each item specified. In the event of a tie per school, the contract will be awarded to the responsive and responsible bidder offering the lowest total price fall all required services.

1.23 **Pre-Bid Site Visit**

A pre-bid site visit is scheduled for Friday, June 17, 2011. Interested bidders should be at the Federal Street School, 125 Federal Street, Greenfield promptly at 10:30 a.m.

SECTION 2
FORMS FOR BID

PROPOSAL FORM

To the Town of Greenfield, Massachusetts, (hereinafter called the "Owner"):

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Contract Documents (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all equipment, materials and labor necessary for the completion of the work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of the Owner as herein set forth.

The bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein.

The bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, General and Technical Specifications, and Proposal Form attached thereto, shall become a contract upon the receipt by the bidder of written acceptance of this bid by the Owner.

The bidder will take in full payment, therefore, the following price, to wit:

Item Number	Brief Description; unit or lump sum price bid in both words and figures	Total in Figures
1.	Federal Street School – Prepare and lay Armstrong VCT in the North and South Buildings totaling _____ s/f.	\$ _____

Total VCT: _____ Dollars and _____ Cents.

2.	Remove old carpeting and replace with _____ s/y of carpet as required in the technical specifications.	\$ _____
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Total Carpet: _____ Dollars and _____ Cents.

3.	Install _____ ft of 4" cove base @ _____ /ft.	\$ _____
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TOTAL BASE BID: _____ Dollars and _____ Cents

In addition to the base bid, there is an alternate bid requested.

Alternate Bid:

1. Remove and replace VCT tile in the hallway of the "Connector" building between Federal North and South and install new cove base.

Install _____ s/f of Armstrong VCT	\$ _____
Install 4" Cove base _____ ft.	\$ _____

Total Lump Sum for Alternate Bid: _____ Dollars and _____ Cents

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this BID is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID within 40 consecutive calendar days after the actual date of the opening of BIDS and that, if the Town shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check which shall become the Town's property.

This BID includes Addenda number *** _____
***To be filled in by bidder if Addenda are issued

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security (5% of the BID) deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

The bidder hereby certifies he shall comply with the minority manpower ration and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance.

Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. The Contractor receiving the award of the Contract shall be required to obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

_____ L.S.

(SEAL)

By:

(Signature and title of authorized representative)

(Business Address)

Date

(City, State, Zip)

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ (Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

SECTION 3

AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2011

(herein referred to as the "AGREEMENT"), by and between the Town of Greenfield, Massachusetts, acting by and through its Purchasing Office, duly authorized therefore, which acts solely for said Town and without personal liability to itself, party of the first part, and _____ party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in accordance with the specifications and conditions attached hereto and made a part hereof, in strict conformity with the provisions herein contained and the Advertisement for Bidders, Information for Bidders, Proposal, General Specifications, and Special Provisions hereto annexed. All said General Specifications, Special Provisions, Addenda, Advertisement for Bidders, Information for Bidders, and Proposal are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Owner agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this contract; including all work required, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such price or prices as are set out in the accompanying proposal, and for all work required, for which there is no item in the proposal, such compensation as is provided for in the aforesaid specifications.

The Contractor's original bid price for this project is \$_____.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed and its corporate seal to be hereto affixed in its behalf, and the Contractor has caused this instrument to be signed in its behalf.

FOR THE OWNER:

Witness: _____

By the _____

FOR THE CONTRACTOR:

Witness: _____

By the _____

(If a corporation, attach to each signed Agreement a notarized copy of the corporate vote authorizing the signatory to sign this Agreement.)

Approved as to Appropriation:

Town Accountant

SECTION 4

TECHNICAL SPECIFICATIONS

I. Prepare and install vinyl tile in the following rooms:

North Building

- Room 104 (remove carpet and install new tile throughout)
- Room 103 (replace old tile with new in approx 1/3 room)
- Room 105 (replace old tile with new in approx 1/3 room)
- Hallways on all three (3) floors

South Building

- Hallways on both (2) floors

Install Armstrong VCT flooring tiles Standard Excelon Imperial Texture in Classic White with random color tiles of Basil Green, Bubblegum, Marina Blue, and Cantaloupe. Apply 4” cove base in black.

II. Prepare and install carpet in the following rooms:

North Building

- Room 102N Library to include the floor and stage

South Building

- Office between 1st and 2nd floor on west side of building facing Federal Street

Install Mohawk Surreal Carpet Color “Mystic” #543 with 4” cove base in black.

- Contractor shall ascertain the actual square footage and conditions
- Sand remaining adhesive to remove from sub floor
- Apply 100% skim coat as necessary

The following is a list of rules that contractors and their personnel must abide by while working on either the Four Corners or Federal Street flooring projects. Failure to abide by these rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor.

Please read these rules and agree to follow them (Please sign below):

Casual communications by construction personnel with students, staff, or faculty is strictly prohibited

- The schools are “Drug Free Zones,” use or possession of illegal substances and alcohol in any form are prohibited
- The schools are “Tobacco Free,” no tobacco use is permitted on the school campus, or in parking lots
- Vulgar language or gestures discernible to students or school staff is prohibited
- Fighting or physically abusive actions of a similar nature are prohibited
- Appropriate and modest attire is required while working on school campus.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.

Signature

Date

Printed or Typed Name of Person Signing

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 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.

Date

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name

TAX COMPLIANCE CERTIFICATION

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

Date

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name