

BIDDER INFORMATION

Bidder's attention is called to Chapter 268A of the General Laws. In connection with this statute, bidder is required to submit the following information and any other information deemed necessary by the bidder.

Give full names and residences of all the persons and parties interested in the foregoing proposal. Give first and last names in full; in case of corporations, give names of President, Treasurer, and Manager; and in case of firms, give names of the individual members.

Kindly furnish the following information regarding the Bidder:

(1) If a Proprietorship:

Name of Owner _____

Business Address _____ Telephone _____

Home Address _____ Telephone _____

(2) If a Partnership:

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Telephone _____

(3) If a Corporation:

Full Legal Name _____ Telephone _____

Full Names and addresses of President, Treasurer and Manager:

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

State of Incorporation _____

Principal Place of Business _____

Qualified in Massachusetts _____ Place of Business in Massachusetts _____

(4) Give the following information regarding surety company:

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts? YES or NO? _____

Principal Place of Business _____

Place of Business in Massachusetts _____ Telephone _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it was voted

(Date)

that _____

(Name)

(Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such _____

_____ under seal of the

(Officer)

company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

(Signature/Title)

Place of

Business: _____

I hereby certify that I am the _____ of the _____

(Title)

(Name of Corporation)

that _____ is duly elected _____

(Officer, Name)

(Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

**If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.*

Subscribed and sworn to before me

(Corporate Seal)

If applicable (i.e., not necessary for sole proprietorships or partnerships)

this ____ day of _____, 2001

_____(Notary Seal)

Notary Public

My Commission Expires _____

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an original signature and all other information, or the Bid or Proposal will be rejected.

DEBARMENT: Chapter 550, Acts of 1991: Undersigned certifies under penalties of perjury that said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

TAXES PAID: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax Returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

FOREIGN CORPORATION: In accordance with Massachusetts General Laws Chapter 30, Section 39L, any foreign contractor or subcontractor is required to provide a certificate from the Secretary of State stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder’s attention is called to Massachusetts General Laws Chapter 268A, in connection with which the bidder is requested to submit the information requested in the signature section of this document.

COMPLIANCE: The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers’ compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.

Authorized Signature

INDEMNIFICATION AGREEMENT

The undersigned agrees to indemnify, pay on behalf of, defend, and hold harmless the City of Gardner and its officers, attorneys, employees and agents from any and all claims, demands, suits, actions, costs, liabilities, penalties, judgments, whatsoever, including reasonable attorney’s fees, which may be imposed upon, incurred by, or asserted against the City by reason of (a) any failure on the part of the Contractor to comply with any provision or term required to be performed or complied with by the Contractor under this Contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than the City of Gardner. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the City or counsel selected by an insurance company which has accepted liability for any such claim.

Authorized Signature

CERTIFICATE OF NON-COLLUSION

MGL Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

Authorized Signature

WARRANTIES/GUARANTEES

All prospective bidders on Items/Equipment/Services that carry Warranties and/or Guarantees shall include with their sealed bids a copy of the Warranties and/or Guarantees, as well as a copy of the Warranties and/or Guarantees on the items being bid, if applicable. Warranty starts after the date of acceptance by the using department. Please complete the following and specify if Warranty/Guarantee is for more than contractually required one-year period:

PAYROLL RECORDS

The undersigned, as contractor, shall preserve payroll records associated with this contract for a period of three years from the date of completion of this contract and to furnish to the Commissioner of Labor and Workforce Development, Division of Occupational Safety, within fifteen days after completion of this contract the Statement of Compliance required by MGL, Ch. 149, Sec. 27B.

In addition, the undersigned, as contractor, is required to submit a copy of its weekly payroll records to the awarding authority, namely the Purchasing Agent. This is required to be done on a weekly basis.

The undersigned agrees to indemnify and hold harmless the City for any non-payment of the wages required by sections twenty-six to twenty-seven D of chapter one hundred forty-nine of the general laws of the Commonwealth.

ABILITY TO FURNISH LABOR

The undersigned hereby certifies ability to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and compliance fully with all laws and regulations applicable to awards made subject to Section Forty-four A.

EQUAL EMPLOYMENT CERTIFICATION

Bidder certifies that:

1. The undersigned intends to use the following listed construction trades in the work under the contract:

2. The undersigned shall comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. The undersigned shall obtain from each of its Subcontractors and submit to the Awarding Authority prior to the award of any subcontract under the Contract the Subcontractor certification.

OSHA CERTIFICATION

Chapter 306 of the Acts of 2004

An Act Relative to the Health and Safety on Construction Projects

Bidder certifies that it, its employees, and all its subcontractors (if applicable) at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course for each employee with the first certified payroll report.

Signature of authorized representative of Contractor