



**SNOW AND ICE CONTROL AGREEMENT**  
**2018-2019**

**General Conditions**

As the Owner or Lessee, hereafter "Contractor", of the equipment listed in this agreement, I hereby agree to operate said equipment for the purpose of snow and ice control when and so directed by the City of Everett. Compensation for such services shall be based on the conditions in this agreement and each of the following listed Attachments:

Attachment A, 2017-2018 Hourly Rental Rates and Vehicle Codes  
Attachment B, Contractor License Certification (Annually)

It is the City of Everett's objective to conduct Snow and Ice Operations in conformance with the terms of this Agreement. However, no terms contained herein shall be construed to limit the ability to respond in emergency situations and ensure the safety of the traveling public.

This Agreement shall commence on the date the Agreement has been executed by both the Contractor and City of Everett. This Agreement shall terminate on May 31, 2018, unless this date is amended in accordance with all applicable laws and regulations prior to this date, or unless terminated upon 30 days prior written notice to the Contractor. City of Everett may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement.

The Contractor shall comply with all applicable local and state laws, rules and regulations. If any provision of this Agreement is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of this Agreement, or portions thereof, shall be enforced to the fullest extent permitted by law. The Contractor may not currently be debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

The Contractor may not subcontract any portion of this Contract. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this Agreement, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to this Agreement in accordance with M.G.L. C. 106, §9-318.

Where written notice is required, it shall be deemed delivered and received when submitted in writing, in person or when delivered by any other appropriate method evidencing actual receipt by the City of Everett or the Contractor.

All Contractors and equipment operators are required to follow the City of Everett's instructions pertaining to snow and ice operations and only plow and apply materials along designated roadways. Failure to comply the City's instructions and conditions shall be documented and could result in suspension or termination of this Agreement. All material spreaders, chemical tank trucks, and material loader operators are required to respond to the City Yard when called and report in upon arrival. At the end of each event they are required to return to their designated depot, spin off any unused material, if applicable, and confirm departure times with City. Applying excess material onto the roadway as a method of spinning off unused material is strictly prohibited. All other equipment is required to report to the City Yard dispatch office immediately and obtain a time card and magnetic number from the dispatcher. Upon arrival at the City Yard, the driver shall punch in and return said time card to the dispatcher. Driver will also be given the route assignment at this time. At the end of the shift all drivers and equipment will return to the City Yard where their shift began and confirm their departure time with the designated City staff by punching out and returning the driver's route map and time card along with the magnetic sign to the dispatcher prior to dismissal. Failure to report to the dispatcher at the conclusion of operations and/or to return the magnetic sign shall be deemed a breach of contract and will be subject to a penalty equal to the cost of the sign plus 20%.



## **SNOW AND ICE CONTROL AGREEMENT** **2018-2019**

All trucks, except those not directly related with snow and ice operations, e.g., hauling vehicles, sweepers, vac/jet trucks, etc. are required to carry a plow at all times unless an exemption has been requested by the equipment owner and approved by the City of Everett. All plow cutting edges shall be steel unless an exemption has been requested by the equipment owner and approved by the City. All requests and approvals for exemptions shall be made in writing on Attachments C and D. A copy of the approved forms must be kept in the vehicle during snow and ice operations.

All Contractors are required to provide their equipment operators with a cellular phone while working for City of Everett. The Contractor or operator must provide the phone number to City Supervisor and inform them of any changes.

### **Compensation**

Contractors shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement. Overpayments, or the Contractor's failure to return equipment or deicing materials, shall be reimbursed by the Contractor or may be offset by City from future payments in accordance with state finance law.

All rates in this Agreement include the equipment, accessories, licensed qualified operators and operating costs, including but not limited to, insurance, registration fees, maintenance, repairs and fuel. All equipment must arrive filled with fuel, in good working condition, and with all reimbursable accessories functioning properly. The City reserves the right to alter rates based on changed conditions. The City of Everett will not supply gasoline or diesel fuel.

Failure to meet any of the requirements of this contract; including but not limited to the following: fueled ready for work, cell phone, required vehicle and personal safety equipment accessories may result in nonpayment of the three (3) hour minimum and removal from the snow and ice operations.

Contractors shall be compensated for a minimum of three hours. When the time worked exceeds three hours, the actual time worked shall be compensated. All Contractors will be paid from the time that an operator and required equipment arrives at the City Yard to the time they are released by City. Contractors that arrive within 45 minutes of being called shall be paid a travel allowance equal to 30 minutes. Contractors that arrive after 60 minutes from being called will not be guaranteed the three-hour minimum compensation. Contractors that repeatedly arrive after 60 minutes may be considered unresponsive and replaced at the discretion of the City.

All vehicle operators shall be allowed a 15-minute paid break every four hours and a 30-minute paid break every eight hours, for a total of 45 minutes every eight hours. These times cannot be combined to extend break periods and breaks cannot be taken at the end of a shift. Drivers shall not leave their route for any unexcused reason prior to any allowed break time. All breaks must be requested and approved by a City Supervisor prior to leaving the designated staging area. Depending on operational needs and weather conditions, the approval of break requests may need to be delayed until conditions allow. Drivers must check in with their dispatcher upon returning to their assigned route after a break. Any unauthorized break shall be deemed a breach of contract, and will be subject penalty.

### **Equipment Breakdowns and Repairs**

If a breakdown occurs, it will be reported to the City's dispatcher immediately in addition to what the estimated downtime will be. If the equipment cannot be repaired, it shall be removed from service after this time and all remaining hours for that event shall count towards rotation hours; hours will be based on the average hours of similar equipment class code working that storm event. The Contractor is responsible for all costs to have the vehicle towed, if necessary. No repairs shall be made along roadways in locations that impact traffic flow or are determined to be unsafe by the City or the State Police. These vehicles shall be removed as soon as possible.

The Contractor will be liable to clean up and remove any and all fluids, debris, spills, etc. that result from any breakdowns or repair work.



## SNOW AND ICE CONTROL AGREEMENT 2018-2019

### **Safety Requirements**

All vehicles and equipment utilized through this Agreement shall be equipped with the following safety equipment:

- All Snow & Ice equipment shall have a proper lighting and a flashing beacon light, mounted on the highest practical point of each vehicle
- All Snow & Ice equipment shall have a reverse signal alarm audible above the surrounding noise level.
- All vehicles shall be equipped with large lugged snow tires. All vehicles shall be equipped with chains for all-drive wheels on the vehicle being used. Said chains should be on board the equipment at the time of reporting in each storm incident. Use of the chains may be required at the discretion of the Director of City Services when conditions warrant.

The Contractor is responsible to ensure that all vehicles conform to applicable OSHA regulations pertaining to reverse signal alarms. For more information please refer to 29 CFR 1926.601-602. All equipment shall be equipped with safety lighting in conformance with MGL Chapter 90, Section 7E as well as 540 CMR, Section 22.06 and the following:

The Federal Highway Administration has regulations that require employers with drivers of commercial vehicles to have an alcohol and drug-testing program in place. The specific provisions of the regulations are highly detailed and legally complex. The City strongly urges you to review the regulations, which are cited as 49 CFR part 382. ([www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm](http://www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm)).

### **Licenses, Registration and Insurance Requirements**

By signing this Agreement, the Contractor has consented to the Contractor License Certification (attached) and the terms contained therein. This certification requires Contractors to verify the license status of all vehicle or equipment operators and prohibits the use of unlicensed operators in the performance of this Agreement. The Contractor is further obligated to report the loss, revocation or suspension of any operator's license between October 15th and April 15th. Each Contractor must complete the Contractor License Certification prior to receiving Agreement approval and or being allowed to work. The use of any unlicensed operator may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination.

The City will verify the license status of any or all drivers and operators of equipment subject to this Agreement. This system will require Contractors to submit the name, license number and date of birth for all drivers and equipment operators for verification by City or its designee. It shall be the Contractor's responsibility to submit the required license data prior to permitting said drivers or equipment operators to work under this Agreement. Failure to list operators may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination.

During the term of this Agreement each Contractor shall maintain a current vehicle registration for the specified equipment in this Agreement. Passenger vehicle registrations are not allowed on any vehicles listed in this Agreement. All specified equipment in this agreement must have a valid safety sticker that meets all the requirements of the RMV. The Contractor agrees to promptly forward a copy of any new or revised registration of listed equipment to the City Supervisor. Failure to keep listed equipment registered will terminate this Agreement relative to each unregistered piece. "Repair" plates and "Dealer" plates are not allowed. Contractors are permitted and encouraged to obtain Massachusetts Commercial Snow Removal Plates (SR). All registration plates must be attached to the vehicle or equipment at all times during the snow and ice operations.

The Contractor is responsible to ensure that all equipment listed in this Agreement is legally insured as required by all Massachusetts laws and regulations. *Comprehensive Liability Insurance:* The CONTRACTOR shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, the following Comprehensive Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the CONTRACTOR performs, the CONTRACTOR shall carry Comprehensive General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) for bodily injury, death, and property damage. The City of Everett shall be named as an additional insured party on the Comprehensive General Liability policy and shall be a certificate holder on all policies such that the City shall be notified no less than ten (10) days prior to the date of cancellation or expiration of such policy(ies). *Automobile Liability Insurance.* The CONTRACTOR shall secure and maintain, for the duration of Article 2 of this AGREEMENT, including any supplements thereto, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the CONTRACTOR in connection with this AGREEMENT, in the



## **SNOW AND ICE CONTROL AGREEMENT**

following amount: Not less than One Million Dollars (\$1,000,000) combined single limit for all damages arising out of bodily injuries to or death of persons and all damages arising out of injury to or destruction of property in anyone accident or occurrence. Not less than One Hundred Thousand Dollars (\$300,000) for all damages arising out of injury to or destruction of property in anyone accident or occurrence. *Umbrella Liability Insurance*. In addition to the abovementioned coverage, the CONTRACTOR shall carry a minimum of One Million Dollar (\$1,000,000) umbrella liability policy for the duration of the PROJECT.

Contractors shall be responsible for damage to public and private property. The contractor will hold the City of Everett harmless from any and all damages and will provide a copy of the certificates of Insurance detailing the above coverage showing the City of Everett as Additionally Insured.

The CONTRACTOR shall indemnify, hold harmless, and defend the City, its officers, employees, servants and agents from and against all claims, damage, losses and expenses including attorney's fees, arising out of the negligent acts, errors or omissions of the CONTRACTOR, any of CONTRACTOR'S subcontractors or sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts the CONTRACTOR may be liable, regardless of whether or not caused in part by a party indemnified hereunder. In case of suits or claims for damages, the City may withhold such portions or any payments that may be due hereunder as may be considered necessary to cover said suits and claims, until they have been settled and satisfactory evidence to that effect has been furnished to the City.

### **Payments**

Bills will be accepted immediately after the completion of plowing and hauling operations of each storm requiring such operation. Each bill shall clearly indicate the truck make, model, year, driver's name, and G.V.W., as well as the exact number of hours payable for plowing and/or hauling snow. Payments shall be made at the unit prices noted herein, less any deductions if applicable. Such payment shall constitute payment in full for all related work under this contract.

### **Indemnification, Damage Suit and Claims:**

The Contractor shall indemnify and save harmless the City of Everett from all claims, demands, suits and actions for or on account of any injuries or damages, occasioned by his act of neglect, or by the act of neglect of any of his employees, and at his own cost and expense shall defend any and all such suits and actions. In case of suits or claims for damages, the City of Everett may withhold such portions or any payments that may be due hereunder as may be considered necessary to cover said suits and claims, until they have been settled and satisfactory evidence to that effect has been furnished to the City of Everett.

### **Contract Extensions:**

By mutual written agreement both parties (the City of Everett and the Snow Season Contractor) may extend this contractual agreement for the next Snow/Ice Seasons upon the written letter notification by the City so to do. Said Letter shall be signed by the designated Contractor and then by the designated City Officials, and dated for the ensuing plow season. This option will still require that the Contractor provide the City with all current year copies of operator licenses, vehicle registrations and liability insurance papers. The City will inform the Contractor as to the current season plow rates at the time the letter of extension is matted out for signature. This clause is meant to result in a paperwork reduction as intended by the Federal Paperwork Reduction Law.



### **General Conditions:**

1. ALL DRIVERS SHALL BE PROPERLY LICENSED FOR SAID VEHICLES. PROOF OF LICENSES AND INSURANCE IS REQUIRED.

Photocopies of the following must be provided to the city:

- i. ANY/ALL VEHICLE INSURANCE CERTIFICATES (including coverage for each piece of equipment)
- ii. OPERATOR LICENSES FOR ALL PERSONS OPERATING EQUIPMENT FOR THE CITY OF EVERETT (INCLUDING BUT NOT LIMITED TO CURRENT MASSACHUSETTS C.D.L CLASS A, B, OR C TRUCK DRIVER'S LICENSES, AND/OR CURRENT MASSACHUSETTS DEPARTMENT OF PUBLIC SAFETY EQUIPMENT OPERATORS LICENSES).
- iii. ANY/ALL VEHICLE REGISTRATION

2. LIGHTING: AH vehicles must have adequate safety lighting and be fully insured including vehicle liability for bodily injury and accidental death and vehicle liability for property damage.
3. TIRES AND/OR CHAINS: All vehicles shall be equipped with large lugged snow tires. All vehicles shall be equipped with chains for all drive wheels on the vehicle being used. Said chains should be on board the equipment at the time of reporting in each storm incident. Use of chains may be required at the discretion of the Director of City Services when conditions warrant.
4. DOWNTIME: The contractor is responsible for keeping his equipment in proper working order and condition. If and when a breakdown occurs, it will be reported to the City's dispatcher immediately. An estimate of the anticipated downtime should, also be provided. This will allow for any necessary re-assignment of other units to provide adequate route coverage.
5. CONDITIONS COVERING COMPENSATION:
  - A. The plowing contractors will be granted a minimum of three (3) hour's pay, anytime the contractor has been called to the city.
  - B. All contractors when called to report for snow PLOWING operations, will be allowed not more than one (1) hour in which to report to the City Yard. Should the contractor report to the DPW yard within the allotted 1 hour period, compensation shall commence at the time of the initial telephone dispatch. Should the time to report exceed one (1) hour, payment will commence only from the time the contractor has been assigned a route and instructed to begin operations.
6. VEHICLE INSPECTION(S): Any/all vehicles to be used during plowing/snow removal operations are to be inspected by the City and approved for use prior to receiving driver route(s). In case that any/all vehicles being offered for use during operations fails said inspection, any or all repairs shall be made, and the vehicle(s) in question shall be again inspected prior to inclusion in snow operations.

7. **PAYMENT:** Bills will be accepted immediately after completion of plowing and hauling operations of each storm requiring such operation. Each bill rendered shall clearly indicate the truck make, model, year, driver's name, and G.V.W., as well as the exact number of hour's payable for plowing and/or hauling snow. Payments shall be made at the unit prices noted herein, less any deductions if applicable. Such payment shall constitute payment in full for all related work under this contract.
8. **FUEL:** Contract vehicles are to report to the dispatcher fully fueled and ready to begin winter operations. The City of Everett will not supply gasoline or diesel fuel.
9. **COMMUNICATIONS:** All contract drivers and equipment operators must carry mobile phones or two-way radios as to maintain constant and continuous communication with the city's dispatcher.

## SCOPE OF WORK:

All contractors called are instructed to report directly to the Department of City Services Yard.

1. Upon arrival to the city yard, all drivers shall report immediately to the dispatch office and obtain a time card and magnetic number from the dispatcher. The driver shall then "punch in" and return said time card to the dispatcher. The driver shall then be given a route assignment.
2. Once in their assigned route, drivers shall make one pass on all streets in the route so as to "open" as many streets as possible before making a second pass on the roadways within their assigned route.
3. Each roadway shall be cleared of snow to the fullest possible width ("gutter to gutter" or "curb to curb" where possible) and all intersecting comers pushed back, before operations are halted, unless otherwise directed by the city's supervisors) during said removal operations.
4. Drivers are required to stay in the assigned route until such time as they are authorized to take their break by the area supervisor. Drivers shall not leave their route for any unexcused reason prior to any allowed break time. Any unauthorized break shall be deemed a breach of contract, and will be subject to penalty. All drivers are instructed to check in with their dispatcher upon returning to their assigned route after a break. Any driver and/or vehicle found either outside of their assigned route, plowing private property, or lying idle without just cause shall be subject to penalty or termination.
5. Any/all breakdowns, failures, or damages shall be reported to the city immediately upon occurrence (**see statement** of conditions for the plowing and hauling of snow).
6. Once operations are halted by the city, all drivers are to report back to the dispatcher, punch out, return the driver's route map and time card and return the magnetic sign to the dispatcher prior to dismissal. Failure to report to dispatcher at conclusion of operations and/or return the magnetic sign shall be deemed a breach of contract, and will be subject to a penalty equal to the cost of the sign plus 20%.

Please note: any unreported incidents or damages may result in penalty or termination.



Please Print or Type Name and Title

Date

**EVERETT CITY SERVICES  
EVERETT, MA. 02149  
617-394-2286**

Equipment	Plowing	
Over 9,200 GVW Pick-Up W/PLOW	\$65.00	
Over 10,000 GVW Dump W/PLOW	\$80.00	
Over 10,000 GVW W/Plow Sander	\$90.00	
Over 28,000 GVW W/Plow & Sander	\$145.00	
Over 50,000 GVW Truck W/Plow & Sander	\$165.00	
Trailer Dump	NA	
Bobcats	\$80.00	
Backhoe w/2 4 YD Bucket	\$100.00	
Front End Loaders W/Minimum 4 YD Bucket	\$120.00	
Front End Loaders W/Minimum 4 YD Bucket W/AWD	\$125.00	
ATV W/Plow	\$40.00	

**EVERETT D.P.W.  
SNOW REMOVAL EQUIPMENT INSPECTION**

**DATE:** \_\_\_\_\_ **INSPECTED BY** \_\_\_\_\_

**CONTRACTOR NAME** \_\_\_\_\_

**YEAR/MAKE/MODEL** \_\_\_\_\_

**LICENSE PLATE** \_\_\_\_\_ **G.V.W.** \_\_\_\_\_

INSPECTION ITEM		FAIL
1) CUTTING BLADE		
2) LIFTING PISTON/ARMS		
3) POWER ANGLE		
4) CHAINS		
5) TIRE CONDITION		
6) LIGHTS		
7) FLASHERS/BEACON		
8 WIPERS		
9) MUFFLER		
10) ENGINE/SSNCV BRAKE		
11) HEATER		
12) COMMUNICATION		

**SNOW AND ICE CONTROL AGREEMENT**  
2018-2019

**Equipment Listing and Codes**

**Depot No.**

**Contractor Name**

		Office Use Only: Class Code determined upon Inspection						
E#		Vehicle						
Reg. #		Spreader/Tanker						
Make:		Plow						
Year		Accessories						
V.I.N		Miscellaneous						
G.V.W.		Total Code						
		Rate/Hour		<b>\$</b>				
Locations 1:		2:		3:				

E#		Vehicle						
Reg. #		Spreader/Tanker						
Make:		Plow						
Year		Accessories						
V.I.N		Miscellaneous						
G.V.W.		Total Code						
		Rate/Hour		<b>\$</b>				
Locations 1:		2:		3:				

E#		Vehicle						
Reg. #		Spreader/Tanker						
Make:		Plow						
Year		Accessories						
V.I.N		Miscellaneous						
G.V.W.		Total Code						
		Rate/Hour		<b>\$</b>				
Locations 1:		2:		3:				



**SNOW AND ICE CONTROL AGREEMENT**

2018-2019

**Signature Page**

**Contractor Name:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(If different than last years, please complete a W-9 and Address Change form)

\* Primary Phone No: \_\_\_\_\_ Secondary Phone No.: \_\_\_\_\_

(\* These phone numbers will be used when requesting equipment to work. Only provide two numbers)

Email Address: \_\_\_\_\_

I, \_\_\_\_\_, (name of contractor) hereby sign this agreement certifying that I have read, understand and agree to comply with all of the conditions stated within the 2016-2017 Snow and Ice Control Agreement, any applicable attachments, and the City of Everett's Terms and Conditions.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF EVERETT**

I hereby certify that I, or my designee, has interviewed the Contractor stated above, and inspected the equipment described on the attached "Equipment Listing and Codes" page(s). Therefore, to the best of my knowledge, all required submittals and conditions of this agreement have been met and I recommend approval for assignment as determined by City of Everett.

Inspector Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Carlo DeMaria,  
Mayor

\_\_\_\_\_  
Colleen Mejia, Esq.  
City Solicitor  
*Approved as to form*

\_\_\_\_\_  
Jerry Navarra,  
Director, Department of Public Works

\_\_\_\_\_  
Eric DeMas,  
Auditor  
Account No.: \_\_\_\_\_

\_\_\_\_\_  
Robert Moreschi,  
Chief Procurement Officer

**Attachment**

**EVERETT SNOW AND ICE CONTROL AGREEMENT**  
**CONTRACTOR LICENSE CERTIFICATION**

**CONTRACTOR LEGAL NAME:** \_\_\_\_\_

**INSTRUCTIONS:**

The City requires that Contractors, as a condition of receiving funds under the City's Snow and Ice Control Agreement, make the following certification:

**CONTRACTOR CERTIFICATION:**

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use unlicensed vehicle operators in connection with the performance of the City's Snow and Ice Control Agreement; that the Contractor shall verify the status of each license for each worker assigned to such Agreement; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

\_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Authorizing Signature

Print Name

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The Contractor is required to sign this Certification at the beginning of each winter season and prior to performing any work for the City under this Agreement. A copy of this signed Certification must be attached to the "record copy" of the Contractor's Snow and Ice Control Agreement. Copies of all licenses must be submitted.

**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Everett was relied upon in the making of this bid

\_\_\_\_\_, \_\_\_\_\_  
(Signature of person signing bid or proposal)      Date

\_\_\_\_\_  
(Name of business)

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**TAX COMPLIANCE CERTIFICATION**

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 contractors, and withholding and remitting child support.

\_\_\_\_\_, \_\_\_\_\_  
Signature of person submitting bid or proposal      Date

\_\_\_\_\_  
Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seat, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_



## CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**If a foreign (out of State) Corporation** – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership: (Name all partners)**

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City \_\_\_\_\_ State \_\_\_\_\_ Telephone Number \_\_\_\_\_ Today's Date \_\_\_\_\_