

***TOWN OF WESTMINSTER***

***Contract for public works Departments***

***Cooperative bid for winter sand***

***INVITATION FOR BIDS***

***September 2013***

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TOWN OF WESTMINSTER  
DEPARTMENT OF PUBLIC WORKS  
2 OAKMONT AVE., P.O. BOX 376  
WESTMINSTER MA 01473  
(978 874-5572)

I. ADVERTISEMENT/PUBLIC NOTICE

INVITATION FOR BIDS

The Towns of Ashburnham and Westminister are accepting sealed bids from qualified Contractors for Furnishing and Delivery of approximately 8,000 tons of Winter Sand. Sealed bids clearly marked will be received by the Town of Westminister, Department of Public Works, 2 Oakmont Avenue, Westminister MA 01473 until **Friday, October 11, 2013 at 11:00 a.m.**, at which time they will be publicly opened and read. Bid packages may be obtained from the Town of Westminister, Department of Public Works, 2 Oakmont Avenue, Westminister, MA 01473. The Towns of Ashburnham and Westminister reserve the right to accept or reject, in whole or in part, any or all bids, and to take whatever other action deemed necessary to be in the best interest of each Town.

TOWN OF ASHBURNHAM

Stephen Nims, Highway Superintendent

TOWN OF WESTMINSTER

Joshua Hall, Director of Public Works

## II. GENERAL INFORMATION/ INSTRUCTIONS

Purchasing Entity: Town of Ashburnham and the Town of Westminster

Address: Town of Ashburnham                      Town of Westminster  
Department of Public Works              Department of Public Works  
17 Central Street                              2 Oakmont Avenue  
Ashburnham, MA 01430                      Westminster, MA 01473

Telephone: Ashburnham – (978) 827-4120  
Westminster – (978) 874-5572

Facsimile: Ashburnham – (978) 827-5714  
Westminster – (978) 874-0445

Title of Bid: Winter Sand

Contact Person: Ashburnham – Stephen Nims, Highway Superintendent  
Westminster – Joshua Hall, Director of Public Works

### 1.) Submittal Deadline and Format:

Sealed bids must be submitted by **11:00 a.m., Friday October 11, 2013** to the Town of Westminster, Department of Public Works at the above address. Postmarks and faxed bids will not be considered. One original and two copies of the bid, prepared in accordance with the Submittal Requirements listed in Section 2, below, must be submitted in a sealed envelope indicating the firm's name and address. The envelope must be marked in the lower left-hand corner as follows:

“Winter Sand”

### 2.) Submittal Requirements

All bids shall contain the following:

Attachment A: Signed Bid Form/Affidavit of Non-Collusion  
Attachment B: References  
Attachment 3: Sample Certification Form  
Certification of Sieve Analysis

### 3.) Time for Award

All bid prices submitted in response to this IFB must remain firm for thirty (30) days following the bid opening. A contract shall be awarded to the lowest responsible and responsive bidder within thirty (30) days of the opening of bids. The time for award may be extended for up to 14 additional days by mutual agreement between each individual Town and the apparent lowest responsive and responsible bidder.

### 4.) Pre-Bid Conference

If applicable.

5.) Right to Cancel/Reject Bids:

Each Town reserves the right to cancel this Invitation for Bids (IFB), to reject any and all bids, wholly or in part, to waive informalities when in the best interest of each Town, and to make awards in a manner deemed to be in the best interest of each Town.

6.) General Requirements

- a) The bidder shall be bound by all applicable statutory provisions of the laws of the Federal Government, the Commonwealth of Massachusetts, and the Towns of Ashburnham and Westminster.
- b) This bid must cover all contingencies, including all labor, materials, transportation, etc., necessary for the delivery of these supplies as required by the Town of Ashburnham and the Town of Westminster.
- c) The procurement officer shall unconditionally accept a bid without alteration or correction, except as provided in this paragraph. A bidder may correct, modify, or withdraw a bid by written notice received in the office designated in the IFB prior to the time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interests of the governmental body or fair competition. The procurement officer shall waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the procurement officer shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.
- d) Before submitting a bid, each bidder must make a careful study and fully assure itself of the requirements of this IFB. By signing and submitting its bid, the bidder agrees to all terms and conditions of this IFB, including but not limited to the specifications and contract terms.
- e) Bid Deposits: If the Invitation for Bid requires a bid deposit, such deposit shall be submitted in the form of cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the Town of Westminster, and must be filed with the original bid. Failure to do so will lead to rejection of the bid. The bid deposit will be returned to the successful bidder within seven (7) days of execution of award and approval by the Town of any performance and/or payment bond(s). In case of default, the bid deposit shall be forfeited to the Town.
- f) Performance and/or Payment Bonds: If so stated in the Invitation for Bid, the Contractor will be required to furnish a performance and/or a labor and material payment bond in an amount, in a form and with a surety satisfactory to the Town. The bidder shall be responsible for the cost of the bond(s).
- g) The successful bidder will be required to enter into a contract with the Town of Westminster substantially as shown in Attachment C (**Each Town shall be responsible for its own contract and/or purchase orders with the successful Contractor and payment of its own bills**).
- h) The bidder will be required to indemnify each Town for all damage to life and property that may occur due to its negligence or that of its employees, subcontractors, etc., during the period of this project (included in Form of Contract,

Att. C).

- i) Purchases made by the Towns of Ashburnham and Westminster are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Taxes and any such taxes must not be included in the quoted price(s).
- j) All questions concerning this IFB and requests for interpretation of these documents shall be submitted in writing to the Procurement Officer no less than five (5) business days before the due date for submissions. Written responses will be mailed, faxed or emailed to all bidders on record as having picked up/received the IFB.
- k) If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of provisions, such addenda will be provided to all firms that have requested this IFB. No addenda will be issued within the immediate three (3) business days prior to the bid deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addendum with their bid.
- l) The successful bidder shall maintain such insurance as will protect it from claims under Workmens' Compensation Acts and from any other claims for property damage or personal injury, including death, which may arise from operations under this contract.
- m) The right of the successful bidder to proceed may be terminated at any time by either Town if it is determined that the bidder, the bidding firm, or its agent(s) offered or gave a gratuity to an employee of the Town of Ashburnham or Westminster in order to obtain a contract or receive favorable treatment under a contract. The contractor shall certify by the execution of bid documents that the bid is rendered independently, without fraud, collusion or in connection with any other bidder and that no official or employee of the Town of Ashburnham or Westminster is pecuniarily interested in the solicitation of any resultant contract.
- n) In the event that the Towns receive low quotes/bids in identical amount from two or more responsive and responsible bidders, the Towns shall select the successful bidder by a blind selection process such as flipping a coin or drawing a name from a hat. The low bidders who are under consideration will be invited to attend and observe the selection process.
- o) The contract is effective when signed by both the Contractor and the Town, and shall extend for a period of one year. At the Town of Ashburnham and Westminster's sole discretion, this contract may be extended for two additional one year terms at the same contract price, terms and conditions.

### **III. PURCHASE DESCRIPTION/SPECIFICATIONS/ SCOPE OF SERVICES**

#### Description:

1. Furnishing and delivery of approximately 8,000 tons of washed Winter Sand.

It is understood that the quantities given in this IFB are assumed solely as a basis for the comparison of bids. While the quantities are based on each Town's best estimates of the supplies to be provided during the term of this Contract, each Town does not expressly or by implication agree that the actual amount of tons ordered will even approximately correspond herewith, and the Towns reserve the right to increase or decrease the amount of product it may deem necessary, without change of price per unit of quantity.

#### Specifications for Sand used for Snow & Ice Control:

All sand shall conform to the following specifications and American Society for Testing and Materials (ASTM) Standards:

1. Sampling of sand shall be done in accordance with ASTM Standard Designation D75-09, "Standard Practice for Sampling Aggregates".
2. Transportation of samples of sand for which moisture content tests are to be run shall be in accordance with ASTM Standard Designation D4220-95 (2007), "Standard Practices for Preserving and Transporting Soil Samples" as it pertains to Group B.
3. Field samples of sand shall be reduced to testing size in accordance with ASTM Standard Designation C702-98, "Standard Practice for Reducing Field Samples of Aggregate to Testing Size".
4. Sieve analysis of the sand shall be performed in accordance with ASTM Standard Designation C136-06 "Standard Method for Sieve Analysis of Fine and Coarse Aggregate" using sieves meeting the "specification for Wire-Cloth Sieves for Testing Purposes", ASTM Standard Designation E11-09.
5. Loose density of the sand shall be determined in accordance with ASTM Standard Designation C29/29M-07, "Standard Test Method for Unit Weight and Voids in Aggregate utilizing the shoveling procedure.
6. The moisture content of the sand shall be determined by ASTM Standard Designation C566-97. "Standard Test Method for Total Moisture Content of Aggregate by Drying".

7. All vendors are to submit certification of sieve analysis that was performed within 5 years of the bid opening date. Vendors who are trucking sand from someone else's pit must submit the owner's test results and certification.

8. **WASHED WINTER SAND** shall meet the following gradation requirements after being sampled and tested by the above ASTM Standards governing the sampling and sieve analysis of fine aggregate:

<u>Sieve Size</u>	<u>% Passing (by weight)</u>
Passing 3/8	100%
Passing #16	80% Maximum
Passing #50	25% Maximum
Passing #200	3% Maximum

9. All sand shall be free from loam, clay, or any other foreign substance and shall consist of clean, hard, sharp, coarse particles.

10. The water content at delivery shall not exceed 5% by weight. Washed sand shall be stockpiled for drainage, if necessary, at the vendor's yard or pit as necessary in order to reduce the water content to the specified limit prior to delivery.

11. Each bidder shall submit with their bid the certified results of the sieve analysis for the sand that he intends to furnish. The sieve analysis shall also be accompanied by a statement of the percentage of moisture in the sample taken from the Contractor's stockpile. All tests shall be made in accordance with the above ASTM standard governing the same.

12. All sampling of the sand to be furnished shall be done by the independent materials testing laboratory performing the materials testing and the laboratory shall so certify. **SAMPLES TAKEN BY THE VENDOR AND TRANSPORTED TO THE LABORATORY ARE NOT ALLOWED. TESTING LABORATORIES OWNED BY A SAND PROVIDER ARE NOT CONSIDERED INDEPENDENT AND ARE NOT ALLOWED.**

13. The Contractor shall certify that all deliveries of sand will be from the sampled stockpile(s) or from other stockpiles generated by the same pit source, screening, and washing process.

14. **All of the above certifications and test results shall accompany the bid form and be attached after the Bid Form.**

15. If, at any time, satisfactory performance has not been made by a successful Bidder, it shall increase the quantity of vehicles, equipment and/or efforts to such an extent as may be deemed necessary by the Buyer. If, at any time, the Buyer is of the opinion that the work or any part therefore is unnecessarily or unreasonably delayed, or if a successful Bidder fails to furnish and deliver Winter Sand on order, or has violated any of the provisions of the Specifications, the Buyer may notify the successful Bidder to discontinue deliveries. At that point, the Buyer may cancel outstanding orders and may secure needed supply from other sources or vendors. In such a case, the defaulted Vendor shall be responsible for any additional cost incurred and expense suffered by the Buyer as a result of its action.
16. The sand shall be rejected for delivery if it fails to conform to any of the requirements of the specifications, or it is delivered in a frozen, lumpy or otherwise unsatisfactory condition.
17. Any material that does not meet specifications and is rejected by either Town must be removed and replaced by the Contractor at no additional charge within five (5) calendar days. Any materials not removed within five (5) calendar days of notification will become the sole property of either Town. The Contractor loses all right to those materials and will not receive any payment for rejected materials.

Deliveries:

Deliveries may be required anytime during the day, Monday through Friday from 7:00 a.m. to 3:30 p.m. or otherwise arranged with the Superintendent.

Bidders are required to identify the origin of the material being offered and demonstrate the ability to deliver the quantities required. The approximate quantity to be delivered to the Town of Ashburnham is 4,000 tons and to the Town of Westminster is 4,000 tons.

Delivery is required for the 2013/14 winter season.

Prices are to be offered as net unit price per ton for sand delivered by the Contractor and shall include freight or transportation rates in effect on the date of the bid submission. All delivered material will be F.O.B. DESTINATION to the Ashburnham, Mass. Highway Department Yard, 17 Central Street, Ashburnham, MA and to the Westminster, Mass. Highway Department Yard, 2 Oakmont Avenue, Westminster, MA.

Determination of Low Bid:

Each Town reserves the right to make multiple awards.

Awards shall be made to the lowest price, responsible and responsive bidder.

Each Town's Highway Superintendent may, in the best interest of the Department, limit the number of locations to which any bidder will receive an award based on his facilities. In such cases, award will be recommended to the next lowest bidder(s).

## **IV. QUALITY REQUIREMENTS**

- Bidders must comply with instructions listed in Section II, “General Information/Instructions.”
- Bidders must have been in the business of providing the above-described services for a minimum of three (3) years.
- Bidders must be able to provide references from a minimum of three customers for whom the bidder has performed similar work within the past five years.

## **V. AWARD OF CONTRACT**

Each individual Town intends to award this contract to the lowest eligible responsive and responsible bidder. The Procurement Officer of each Town shall consider the following criteria in making that determination:

- Price (lowest base price, not including alternates)
- Compliance with requirements of this Invitation for Bids and applicable laws
- Ability of bidder to undertake and complete the work or service for this contract.
- Ability of Town to obtain satisfactory responses from references contacted.
- The Town’s past experience with a bidder.

The contract will be awarded no later than thirty (30) days after bid opening, during which period bids may not be withdrawn.

**INVITATION FOR BIDS**  
**WINTER SAND**

**FORM FOR BID/AFFIDAVIT OF NON-COLLUSION**

Bid of (Company Name): .....  
(hereinafter the Bidder)

To the Towns of Ashburnham and Westminster:

The Bidder, in compliance with the Invitation for Bids for Washed Winter Sand, and having read and understood the specifications and requirements of this IFB, offers the following:

1.	Price for sand <b>picked</b> up at bidder's location (loaded on Town's vehicle)		
	For the following <u>Towns:</u>	<u>Tonnage processed</u>	<u>Price Per Ton</u>
	Ashburnham	50 washed	_____
	Westminster	50 washed	_____

Location of Bidder's closest storage center \_\_\_\_\_  
(street, town, state & zip)

2.	Price for sand delivered F.O.B. to Town's location:		
	<u>Town</u>	<u>Estimated Tonnage</u>	<u>processed</u> <u>Price/ton</u>
	Ashburnham	3,950	washed      _____
	Westminster	3,950	washed      _____

Delivery time after receipt of order \_\_\_\_\_  
Do you have scales? \_\_\_\_\_

These prices are to cover all expenses incurred in supplying the materials requested under these bid documents, of which this bid sheet is a part.

Bidder acknowledges Addenda numbered \_\_\_\_\_.

The Bidder agrees to provide the materials described in Section III of the bid documents in accordance to the above price schedule.

Affidavit 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.

Labor Harmony clause: I certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

\_\_\_\_\_ Date

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

\_\_\_\_\_ Social Security or FID No.

\_\_\_\_\_ Business Address

\_\_\_\_\_ Telephone #

\_\_\_\_\_ Signature and Title of Person Signing Bid

**REFERENCES**

Bidder must provide references of at least three customers who have had similar contracts with the Bidder within the past five (5) years.

Reference: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Reference: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Reference: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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

**(SAMPLE CONTRACT – TOWN OF WESTMINSTER)**

**TOWN OF WESTMINSTER, MASSACHUSETTS**

Winter Sand

THIS CONTRACT is executed this            day of October, 2013 by and between:

hereinafter referred to as the “Contractor” and the TOWN OF WESTMINSTER, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Town Hall, 11 South Street, Westminster, MA 01473, hereinafter referred to as the “Town”, acting through its Public Works Commission.

The Town and the Contractor agree to the terms and conditions contained in this Contract and in the following documents which are hereby incorporated by reference and made a part hereof: Advertisement, bid document titled “Town of Westminster Invitation for Bids, Contractor’s response to the Invitation for Bids and all addenda issued by the Town prior to and any modifications made by the Town subsequent to award of this Contract, certificate(s) of insurance and surety bond(s), if any, submitted in connection with this Project, and any duly authorized and executed amendments, change order or purchase orders issued by the town after execution of this Contract. The Contractor agrees to perform the services indicated in its response to the Town’s Invitation for Bid at the price indicated (\$ ), and in compliance with applicable laws, ordinances and codes of the state, local and federal governments.

**SCOPE OF SERVICES:**

Furnishing and delivery of approximately 4,000 tons of Washed Sand.

It is understood that the quantities given in this IFB are assumed solely as a basis for the comparison of bids. While the quantities are based on the Town’s best estimates of the supplies to be provided during the term of this Contract, the town does not expressly or by implication agree that the actual amount of tons ordered will even approximately correspond herewith, and the Town reserves the right to increase or decrease the amount of product it may deem necessary, without change of price per unit of quantity.

**TERM OF CONTRACT:**

This Contract is effective from the date of execution until June 30, 2014.

This Contract is effective when signed by both the Contractor and the Town, and shall extend for a period of one year. At the Town's sole discretion, this contract may be extended for two additional one year terms at the same contract price, terms and conditions.

PREVAILING WAGE RATES

(Not applicable.)

PERFORMANCE AND/OR PAYMENT BOND

(Not applicable.)

DELIVERY TERMS

Deliveries shall be made to Town of Westminster, Department of Public Works, 2 Oakmont Avenue, Westminster, MA 01473. All prices must be F.O.B. DESTINATION.

PAYMENT TERMS:

The Contractor shall provide the services at the price stated on the bid form and will be paid for work performed in accordance with the provisions contained in the specifications of the Invitation for Bids and applicable state law. It is understood that payments under this contract shall not exceed the total contract price, unless the contract amount is increased by an authorized change order executed by the parties.

TERMINATION OF CONTRACT

The Town may, by written notice to the Contractor, terminate the whole or any part of this contract pursuant thereto in any one of the following circumstances:

- a) If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b) If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the Town, the Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the Town may authorize in writing) after receipt of notice from the Town specifying such failure.

In the event of termination the Contractor shall have no right to payment for lost profits, consequential, incidental, indirect or punitive damages.

### INSURANCE REQUIREMENTS

The Contractor shall secure and maintain the following insurance coverages for the duration of this project and at no cost to the Town:

- a) General Liability on an occurrence basis with a total limit of at least \$1,000,000,
- b) Property Damage Liability on an occurrence basis with a limit per occurrence of at least \$500,000 and an aggregate limit of \$1,000,000,
- c) Automobile Bodily Injury and Property Liability on an occurrence basis, with a limit per accident of at least \$500,000 and \$1,000,000 aggregate
- d) Worker's Compensation, as required by law.

The Certificate Holder shall be identified as "Town of Westminster, c/o Chief Procurement Officer, 11 South Street, Westminster MA 01473." The Town of Westminster shall be named as an additional insured for the project.

### AMENDMENTS/ALTERATIONS

This Contract shall not be amended or altered in any particular without the consent of all parties to this Contract. All alterations to this Contract must be in writing and authorized as such by the Chief Procurement Officer and the Contractor.

### INDEMNIFICATION

The Contractor agrees to indemnify, save harmless, and defend the Town of Westminster and its respective employees, elected officials, agents, and assigns from and against any and all losses, liabilities, claims, penalties, suits and the cost and expense incident thereto, including the cost of defense, settlement and reasonable attorney's fees, which the Town may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or any adverse effects on the environment or any violation of applicable federal, state, and local laws, regulations, bylaws, or ordinances to the extent caused by the contractor's breach of any term or provision of this agreement.

### GOVERNING LAW

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Bylaws of the Town of Westminster.

SEVERABILITY

The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

In the event the Contractor is a corporation, a certificate that the person executing this contract is duly authorized to sign must accompany this contract.

This Contract shall become effective when signed by both the Contractor and the Town.

IN WITNESS WHEREOF, this Contract has been executed, in triplicate, on the date first above written for the Town of Westminster by its Public Works Commission, and for the said Contractor by its owner, or duly authorized officer or agent.

TOWN OF WESTMINSTER:

CONTRACTOR:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
PUBLIC WORKS COMMISSION

\_\_\_\_\_  
Print Name and Title

Approved as to Appropriation:

\_\_\_\_\_  
Town Accountant

CERTIFICATE OF AUTHORITY

(Required if a Corporation)

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_ (Name of Corporation) held on \_\_\_\_\_ (Date) at which all the Directors were present or waived notice, it was voted that \_\_\_\_\_ (Officer and Title) of the company be and hereby is authorized to execute contracts and bonds in the name and on 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 \_\_\_\_\_ (Officer) under seal of the 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 \_\_\_\_\_ (Title) of the \_\_\_\_\_ (Corporation) and that \_\_\_\_\_ (Name of Officer) is the duly elected \_\_\_\_\_ (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.

Signature: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_

**TAX ATTESTATION CERTIFICATION**

Pursuant to M.G.L., Ch. 62C, s. 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 Individual or Corporate Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number\*

\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have any tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Chapter 62C, Section 49A, of the Massachusetts General Laws.

**WINTER SAND BID FY2014**  
**SAMPLE CERTIFICATION FORM**

DATE \_\_\_\_\_

I hereby certify that all products delivered under this bid will meet the appropriate ASTM and/or Mass Highway Standards for the size and product(s) furnished and will be from the sampled stockpile(s) or from other stockpiles generated by the same pit source, screening, and washing process.

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_