



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

***INVITATION FOR BIDS***

**Deerfield Recreational Field Improvements  
Bid # DPW-16-B-010**

**I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

- All Bids must be delivered by **11:00 am on Friday, September 18, 2015** to:  
  
Procurement Department  
Westwood Town Hall  
580 High Street  
Westwood MA 02090
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.
- Submit the proposal in a sealed envelope clearly marked ***Bid # DPW-16-B-010, Deerfield Recreational Field Improvements.***
- A Site Visit will be conducted on Thursday, September 3, 2015 at 11:00am. While the Site Visit is not mandatory, all vendors are highly encouraged to participate in this Site Visit.
- The proposal must include a Non-Collusion form, Tax Compliance Certificate, Bid Pricing Sheet, and Reference Form.
- The proposal must also include a Bid Signature Form. When the Bid Signature Form is completed, it declares:
  - The only parties interested in this bid are the Principals named herein.
  - No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.
  - Has carefully examined the site of the proposed Work and fully Informed is and satisfied as to the conditions there existing; the character and requirements of the proposed Work; the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this bid; and he has carefully read and examined the Drawings, the annexed



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

proposed Contract, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.

- The bidder understands information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and conference without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

- **Bid Form**

- Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Westwood.
- All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
- The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor
- The bidder to whom the bid is awarded will be required to execute an Agreement within ten (10) calendar days from the date when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
- Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.

- All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.
- In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder's ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.
- Contractor must be in compliance with all Occupational Safety and Health (OSHA) requirements.
- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
- The contract will be awarded within thirty (30) days after the proposal receipt. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.
- Questions concerning this invitation for proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at [Procurement@townhall.westwood.ma.us](mailto:Procurement@townhall.westwood.ma.us). Questions may be delivered or mailed. Written responses will be posted on the Westwood Town Hall website.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

## II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- This bid has four (4) areas: The Base Bid and three (3) Alternates. All areas must be addressed in bid.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- **Base Bid.** This item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
  - Mobilization
  - Site preparation & maintenance, including installation of Soil Erosion and Sediment Control (SESC) Measures and tree protection
  - Clearing and grubbing and tree removal
  - Selective removal and disposal of existing site surface features, including but not limited to backstops, fencing, cement and bituminous concrete walkways, & driveways
  - Selective removal and disposal, modification or stockpiling of existing above and underground utilities and features
  - Selective removal, stockpiling and resetting of existing storage containers, sheds, bleachers, benches and 4 x 4 field corner flags
  - Excavation, handling, transportation and disposal of various earth materials
  - Furnishing and installing new utility pipes and structures (storm drainage, sanitary sewer, water);
  - Furnishing and installing new irrigation system and associated appurtenances
  - Furnishing and installing various hardscape surfaces, including gravel walk, skinned infield, broom-finish cement concrete & bituminous concrete
  - Furnishing and installing all site features specified including but not limited to backstop, fencing, trail signs, bleacher benches, pitchers rubber and bases;
  - Furnishing and installing grass
  - Site clean-up and demobilization
  - Testing of any and all materials and/or work related to the preceding
  - Any and all work associated with the preceding required to construct the proposed improvements, complete-in-place, but not specifically called out herein
  
- **Alternate 1 – Install Sod In Lieu of Seed.** This item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
  - Furnish and install sod in all areas that are designated for seed
  - Any and all work associated with the preceding required to construct the proposed improvements, complete-in-place, but not specifically called out herein
  
- **Alternate 2 – Irrigation System Well Water Supply.** This item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
  - In lieu of connecting the irrigation system to the municipal water supply inside the Deerfield School the Contractor shall install a well for water supply to the irrigation system in accordance with Item 799.2
  - The location of the well be within the limits of work as directed by the Engineer
  - Any and all work associated with the preceding required to construct the proposed improvements, complete-in-place, but not specifically called out herein
  
- **Alternate 3 - Playground Preparation.** This item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- Remove and stockpile the existing fence and post(s) as needed to complete the work outlined
  - Remove and dispose of all play equipment and associated footings except for the swing and poured in place rubber surface. Protect the swings and rubber surface from construction activities
  - Remove and dispose of existing mulch and soil within the playground area to a depth of 12". Offset the excavation 3' from the footings for the swing and 2' away from the poured in place rubber surface. The area is approximately 8000 square feet. The Contractor shall verify the size of the area and report any discrepancies to the Town prior to submitting their bid
  - Bottom of the excavated area shall be free of debris and loose material
  - Any and all work associated with the preceding required to construct the proposed improvements, complete-in-place, but not specifically called out herein
- **Unit Quantities Specified:**
    - Quantities and measurements indicated in this IFB are for bidding and contract purposes only. Quantities and measurements ACTUALLY supplied or placed in the Work and verified by the Engineer shall determine payment.
    - If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, Contractor shall provide the required quantities at the unit price contracted.
  - **Delivery Requirements:** All delivery charges shall be included in the price of the service.
  - The Delivery should be made to:

**Town of Westwood  
580 High Street  
Westwood MA 02090**

### III. PRICING AND PAYMENT

- Unit Prices
  - Item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.
  - The Town reserves the right to increase or decrease the scope of the Contract work by up to and including twenty-five percent (25%) of the original scope without adjusting the lump sums or unit prices.
- Lump Sum Prices
  - Lump sum prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- Payment will be computed based on the percentage of work completed on each lump sum Item in the contract BID, as determined by the Engineer.
- For partial payments of lump sum items, the Contractor's breakdown of the lump sum items will be used only as a guide to determine the percentage of completion of each; the Engineer shall be the sole judge of the percentage of completion of the lump sums (and thus the partial payment to be authorized) at the time of each payment requisition.
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- The prices stated in the Proposal include full compensation not only for furnishing all the labor, equipment and materials needed for, and for performing the work and constructing the structures required by the Contract, but also for assuming all risks of any kind for expenses arising by reason of the nature of the soil, groundwater, or the action of the elements; for all excavation and backfilling; for the removal of and delay or damage occasioned by trees, stumps, tracks, pipes, ducts, timber, masonry or other obstacles; for removing, protecting, repairing, or restoring, without cost to the Town, all pipes, ducts, drains, sewers, culverts, conduits, curbs, gutters, walks, fences, tracks, or other obstacles, road pavements and other ground surfacing whether shown on plans or not for draining, damming, pumping or otherwise handling and removing, without damage to the work or to other parties, and without needless nuisance, all water or sewage from whatever source which might affect the work or its progress, or be encountered in excavations made for the work; for furnishing, inserting and removing all sheeting, shoring staging, cofferdams, etc.; for all signs (up to 100 square feet), fencing, lighting, watching, guarding, temporary surfacing, bridging, snow removal, etc., necessary to maintain and protect travel on streets, walks and private ways; for making all provisions necessary to maintain and protect buildings, fences, poles, trees, structures, pipes, ducts and other public or private property affected or endangered by the work; for the repair or replacement of such things if injured by neglect of such provisions; for removing all surplus or rejected materials as may be directed; for replacing, repairing and maintaining the surfaces of streets, highways, public and private lands if and where disturbed by work performed under the Contract or by negligence in the performance of work under the Contract; for furnishing the requisite filling materials in case of any deficiency or lack of suitable materials; for obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith; for any and all expenses on account of the use of any patented device or process; for protection against inclement or cold weather; for all expenses incurred by or on account of the suspension; interruption or discontinuance of work; for the cost of the surety bonds and adequate insurance; for all taxes, fees, union dues, etc., for which the Contractor may be or become liable, arising out of his operations incidental to the Contract; equipment on the site and away therefrom; for providing a field office and its appurtenances and for all general and incidental expenses; for tools, implements and equipment required to build and put into good working order all work contemplated by the Contract; for maintaining and guaranteeing the same as provided; and for fulfilling all obligations assumed by the Contractor under the Contract and its related documents.
- The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- In general, payment will be made for all Contract work satisfactorily completed and accepted through the end of the previous month. The payment will include any additional work that has been completed and approved and change order work agreed upon by the Owner and Contractor, which has been completed and approved.
- Each application for payment, up to the date of substantial completion as determined by the Engineer, will indicate the total value of a minimum five percent (5%) retainage to be held by the Owner, based on the total value of all work completed under the contract and approved for payment to-date. The rate of retainage subsequent to the established date of substantial completion may, at the Owner's approval, be reduced from five (5) percent to two (2) percent, and a portion of the monies held as retainage at the five (5) percent rate may be requested by and released to the Contractor as part of his application for payment in an amount which results in a balance of two (2) percent retainage being held by the Owner.
- Retainage in the amount of two (2) percent of the value of all work completed under the contract shall be retained by the Town until such time as the project is fully completed and accepted by the Town. The rate of retainage subsequent to the established date of final completion may, at the Town's approval, be reduced from two (2) percent to one-half of one (0.5) percent, and a portion of the monies held as retainage at the two (2) percent rate may be requested by and released to the Contractor as part of his application for payment in an amount which results in a balance of one-half of one (0.5) percent retainage being held by the Town.
- Retainage in the amount of two (2) percent of the value of all work completed under the contract shall be retained by the Owner until such time as the project is fully completed and accepted by the Town. The rate of retainage subsequent to the established date of final completion may, at the Town's approval, be reduced from two (2) percent to one-half of one (0.5) percent, and a portion of the monies held as retainage at the two (2) percent rate may be requested by and released to the Contractor as part of his application for payment in an amount which results in a balance of one-half of one (0.5) percent retainage being held by the Town.
- Monthly applications for payment shall also indicate the reduction or increase to the total Contract price when an approved change order results in a net reduction or net increase in the cost and quantity of work to be performed under the Contract.
- Special billings and charges against the Contract as credit or payment to the Owner, that are not for change order work, may be subtracted from monies due on any monthly application for payment, but shall not serve to reduce the total Contract price.
- Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work that is incorporated in or made necessary by the Work.

#### IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section II: Purchase Description/Scope of Services and comply with all Section I: Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- All deliveries must comply with the Specifications identified above in Section II, Purchase Description/Scope of Supplies/Services.
- Bidders must have satisfactory performance under at least three (3) different contracts similar in size to the proposed contract. References should include experience in service with training mechanics. Contract information will be provided as part of Section VI, References.

### V. RULE FOR AWARD

- The responsive and responsible bidder meeting the requirements described in described in Section II: Purchase Description/Scope of Services and offering the lowest **Total Bid Price** described in Section VIII: Bid Pricing Sheet.



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## VI. REFERENCE FORM

Bidder: \_\_\_\_\_

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

1. Name of Bidder \_\_\_\_\_
2. Permanent Main Office Address \_\_\_\_\_
3. Official Mailing Address for This Contract \_\_\_\_\_
4. When Organized? \_\_\_\_\_
5. Where Incorporated, If a Corporation \_\_\_\_\_
6. Years Contracting under Present Name \_\_\_\_\_
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

8. List any work the firm has failed to complete, state where and why.

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9. If you have ever defaulted on any contract, state where and why.

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10. List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm

11. State name(s) and qualifications of resident supervisor(s) for this project.

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12. List major equipment available for this project and identify ownership or rental.

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**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

13. List bank references for verifying financial ability of your company.

Name	Address
_____	_____
_____	_____

14. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

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

\_\_\_\_\_ being duly sworn in person, deposes and says  
that he is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the  
answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL) \_\_\_\_\_  
(Notary Public)



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**VII. STATEMENT OF PROPOSED SUBCONTRACTORS**

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work as bid upon, in accordance with the contract drawings and specifications. The Bidder must state the names and appurtenant information of all major subcontractors he proposed to use to complete the work as bid upon. Additional data may be submitted on separate attached sheets.

If subcontractors are not to be used to complete the Work and/or any portion thereof, as herein bid upon, the Bidder must acknowledge by writing "NONE" \_\_\_\_\_.

Description of Work \_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

Description of Work \_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

Description of Work \_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

Bidder to insert description of work, percentage of Total BID, and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**VIII. BID PRICING SHEET**

**DEERFIELD RECREATIONAL FIELD IMPROVEMENTS**

**BIDDER:** \_\_\_\_\_

**PLEASE PROVIDE A TOTAL PRICE FOR ALL WORK PROPOSED.**

<b>PROPOSED PRICE:</b> Base Bid	\$ _____
<b>PROPOSED PRICE:</b> Alternate 1	\$ _____
<b>PROPOSED PRICE:</b> Alternate 2	\$ _____
<b>PROPOSED PRICE:</b> Alternate 3	\$ _____
<b>TOTAL BID PRICE*:</b> Sum of Lines Above	\$ _____

**\* TOTAL BID PRICE TO BE USED AS RULE FOR AWARD**

**Please specify all specifications for the above quoted item**

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

Bid form must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in figures. Discrepancies between indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. Please Attach Additional Sheets if necessary.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

\_\_\_\_\_  
Business Phone Number



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Total Bid in figures \$ \_\_\_\_\_

Total Bid in words \$ \_\_\_\_\_

\_\_\_\_\_

**BASE BID UNIT PRICE**

Seeding per square foot

Total Unit Cost in figures \$ \_\_\_\_\_

Total Unit Cost in words \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***ALTERNATES (Additions to Base Bid Price)***

The Bidder offers to: (i) perform the work described in these Alternates as selected by the Town of Westwood in the order of priority specified below, based on the availability of funds and the best interest of the Town; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate selected.

**ADD ALTERNATE NO. 1**

Install sod in lieu of seed, as described in paragraph II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE.

Total Unit Cost in figures \$ \_\_\_\_\_

Total Unit Cost in words \$ \_\_\_\_\_

\_\_\_\_\_



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ALTERNATE NO 1 UNIT PRICE**

Sodding per square foot

Total Unit Cost in figures \$ \_\_\_\_\_

Total Unit Cost in words \$ \_\_\_\_\_  
\_\_\_\_\_

**ADD ALTERNATE NO. 2**

Playground Site Preparation, as described in paragraph II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE.

Total Unit Cost in figures \$ \_\_\_\_\_

Total Unit Cost in words \$ \_\_\_\_\_  
\_\_\_\_\_

**ADD ALTERNATE NO. 3**

Playground Site Preparation as described in paragraph II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE.

Total Unit Cost in figures \$ \_\_\_\_\_

Total Unit Cost in words \$ \_\_\_\_\_  
\_\_\_\_\_



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**IX. 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.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

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



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**X. 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.

Signed under the penalties of perjury.

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Signature of individual submitting bid or proposal

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Printed Name of individual submitting bid or proposal

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Name of business



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**XI. SIGNATURE PAGE**

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Corporation, Company or Individual

\_\_\_\_\_  
Printed Name of Person Authorized to Sign

\_\_\_\_\_  
Title

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



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

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