

**TOWN OF YARMOUTH, MASSACHUSETTS**

1146 Route 28

South Yarmouth, MA 02664

(508) 398-2231



INVITATION FOR BIDS

FOR

**PATROL BOAT J-49 REPOWER PROJECT**

**Bids Due: June 02, 2023, no later than 2:00 p.m.**

**NOTE:** This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the [Town of Yarmouth Website](#) for any addenda or modification to this solicitation if they intend to respond. The Town of Yarmouth accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response. Please [Sign up](#) to receive a text message or email when **new bids are added.**

**TOWN OF YARMOUTH, MASSACHUSETTS**

INVITATION FOR BIDS FOR

PATROL BOAT J-49 REPOWER PROJECT

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## 1. INTRODUCTION

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### 1.1. Invitation for Bids Legal Notice

The Town of Yarmouth is accepting sealed bids from qualified vendors to furnish and install two new 300HP Outboard motors in accordance with the specifications set forth within the Invitation for Bids (IFB) document. Engines will be installed on Town-owned and operated Patrol Boat J-49.

IFB documents may be obtained by downloading from the Town of Yarmouth Website, Doing Business page at <https://www.yarmouth.ma.us/bids.aspx>, beginning **May 19, 2023**. Any questions regarding this IFB should be directed to Svetlana Salemme at [procurement@yarmouth.ma.us](mailto:procurement@yarmouth.ma.us).

Sealed bids should be submitted in the required format(s) and received at the 1146 Route 28, South Yarmouth, MA, by 2:00 p.m. Eastern Time on **June 2, 2023**, and at that time, publicly opened and read aloud. Please follow the submission requirements and instructions contained within this IFB. Failure to do so may result in the response being considered nonresponsive.

The Town of Yarmouth reserves the right to reject any or all bids which are not responsible and/or responsive, in whole or in part, as deemed in the best interest of the Town, in accordance with Massachusetts General Law.

## 2. SUMMARY INFORMATION AND CALENDAR

Procurement Contact	Svetlana Salemme, Administrative Assistant of the Municipal Operation Division <a href="mailto:procurement@yarmouth.ma.us">procurement@yarmouth.ma.us</a> 508-398-2231 ext. 1283	
EVENT	DATE	DESCRIPTION
Advertisement	May 17, 2023 May 19, 2023	Advertisements will be posted in the Register newspaper; COMMBUYS; Town's website
Invitation for Bid Available	Per Legal Notice	IFB documents containing information and details of bidding requirements may be obtained online at the Town of Yarmouth Official Website <a href="https://www.yarmouth.ma.us/bids.aspx">https://www.yarmouth.ma.us/bids.aspx</a> "View Bids" page
Time and Place For Pre-Bid Conference	If applicable	A pre-proposal meeting will not be held.
Deadline for Written Questions	May 24, 2023 By 12:00 p.m.	<b>Via email only to:</b> <a href="mailto:procurement@yarmouth.ma.us">procurement@yarmouth.ma.us</a> Clearly label questions by using the following subject line: QUESTION – PATROL BOAT J-49 REPOWER PROJECT IFB
Addenda	May be issued up to 7 days prior to the due date of responses.	If any changes are made to this bid, an addendum will be issued. Addenda will be posted to the Town's Website. <b>Please check back on the website for addenda before submitting your response to the Town.</b> Respondents may not be notified individually of Addendums. All respondents are required to acknowledge all addenda in their responses.
When and Where Bids are Due, IFB Opening	June 02, 2023 By 2:00 p.m. local time	Bids must be received by the due date and time at: Office of the Town Administrator Late submissions will not be considered. <b>No faxed or emailed submissions will be accepted.</b> Bids will be opened at this date/time, the Bidder and Price will be announced.
Anticipated Evaluation Period	TBD	
Anticipated Award	TBD	
Contract executed	Within 90 days of the due date	
Prior to Contract Execution		
Bid Deposit	A/Not applicable	Not required for this procurement
Payment Bond	A/Not applicable	Not required for this procurement
Performance Bond	A/Not applicable	Not required for this procurement
Insurance	Refer to contract terms	A certificate of insurance will need to be provided upon execution of the Contract

### 3. SCOPE OF SERVICES AND SPECIFICATIONS

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#### 3.1. Scope of Services

The Town of Yarmouth is requesting bids from qualified contractors to furnish and install one new 300HP Standard Rotation Outboard Motor and one new 300HP Counter Rotation Outboard Motor. Motors will be installed on the Town-owned and operated Patrol Boat J-49.

All equipment bid shall be new and the latest production model. Brochures and/or specification literature clearly describing the unit(s) and verifying that the unit(s) meet or exceed the requirements of this specification should accompany each bid proposal. Warranty and delivery information should be provided with the bid proposal. Any Manufacturer's name and model called out in this bid is intended to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality.

Any exceptions to or deviations from the specifications set forth in the bid should be clearly described in the bidder's proposal. During a standard warranty period or for any extended warranty no deductibles, upcharges, overtime, mileage, freight or charges for parts and service shall be charged to the Town of Yarmouth pertaining to warranty repairs.

The Work performed under this contract includes but is not limited to removal of current engines and rigging, installation of new components. Old engines and rigging to be placed on a pallet and retained by the Town of Yarmouth.

**The Town shall deliver the boat for installation of the outboard motor and steering.**

#### 3.2. Technical specifications (Minimum)

The bidder shall respond to each minimum requirement in the space provided under Section 3.2 whenever asked to "describe", the description may include details such as size, capacities, dimensions, materials used in construction, etc. A full and complete description is required to reasonably evaluate the bid, so all pertinent information is required. When referring to attached literature as a means of not fully describing items, misinterpretations by the evaluator of the bid may occur and consequently not having the bid awarded. Your ability to present the Town with enough information to reasonably understand the item being bid and whether it meets the specifications stated relies on the written information provided.

<b>Equipment</b>	This specification is for a new current-year model outboard motor.	<b>Describe:</b> <b>Make:</b> _____ <b>Model:</b> _____
300HP Standard Rotation Outboard Motor	1. 30-inch shaft (XX Length)	<b>Describe:</b> <b>1.</b>
	2. V6	<b>2.</b>
	3. Four Stroke	<b>3.</b>
	4. Remote Steering	<b>4.</b>
	5. Power Trim and Tilt	<b>5.</b>
	6. Dual digital gauges with NMEA capability	<b>6.</b>
	7. Twin engine electronic throttle and shift	<b>7.</b>
	8. Wiring harness as required for installation	<b>8.</b>
	1. 30-inch shaft (XX Length)	<b>Describe:</b> <b>1.</b>

300HP Counter Rotation Outboard Motor	2. V6	<b>2.</b>
	3. Four Stroke	<b>3.</b>
	4. Remote Steering	<b>4.</b>
	5. Power Trim and Tilt	<b>5.</b>
<b>Steering</b>	1. Power Assist Hydraulic	<u>Yes/No</u>
	2. Single Heavy Duty Hydraulic Ram	
	3. Heavy Duty Tie Bar	
<b>Propellers</b>	1. (1) 3-blade stainless steel standard rotation, 16-inch diameter, 20 Pitch, serviceable hub	
	2. 3-blade stainless steel counter rotation, 16-inch diameter, 20 Pitch, serviceable hub	

### 3.3. Contract Term Length and Renewal Options

After selecting the lowest responsible and responsive bid, a written contract containing the terms of this IFB and the bidder's response shall be executed by the successful Respondent and the Town.

The contract period is for one year from the execution date. The Town anticipates June 12, 2023, start date; however, the actual period will be determined as mutually agreed upon between the Town and successful Respondent.

The terms and conditions are specified in the contract attached to this IFB as **Exhibit 1**. Any terms or conditions imposed by a respondent must be contained within their response and must not conflict with the requirements and/or specifications contained within this IFB.

### 3.4. Substitutions

Bids shall be based on using the products as specified and provided in the IFB documents. Where several materials are specified by name for one use, any of those so specified may be supplied.

Whenever the specified products are specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be provided unless the Town's written approval for substitution is secured in accordance with the conditions of the IFB and/or contract.

### 3.5. Warranty Terms.

Bidder shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Bidder expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Bidder also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of acceptance or installation by Town, whichever is later or as **specified in the Technical Specifications**, whichever is later. In no event shall Bidder be allowed to disclaim or otherwise limit the express warranties set forth herein.

## 4. INFORMATION & INSTRUCTIONS TO BIDDERS

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### 4.1. Definitions

In addition to the definitions found in [M.G.L. Chapter 30B](#), which apply to all procurements for goods and services, the definitions found below apply to this Invitation for Bids.

- 4.1.1. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, and Addenda issued prior to receipt of general bids.
- 4.1.2. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.
- 4.1.3. Award means the determination, selection, and notification of the lowest, responsive and responsible bidder by the Town of Yarmouth.
- 4.1.4. Contract - A legally enforceable agreement between a Contractor and the Town of Yarmouth. The Town of Yarmouth issues a Standard Contract Form and other forms or documentation that Town uses to document the Procurement of Commodities or Services, or both. Watermarked version of the Standard Contract Form is attached for reference. DO NOT SUBMIT THESE FORMS UNTIL INSTRUCTED TO DO SO.
- 4.1.5. Contractor - An individual or organization which enters into a Contract with the Town of Yarmouth to provide Commodities or Services, or both.
- 4.1.6. Whenever the term IFB is used, the reference is to this Invitation for Bids or portions thereof, together with any exhibits, attachments, or addenda it may contain.
- 4.1.7. Unless the context suggests otherwise, the terms Company, Respondent, Bidder, Submitter, or Vendor as used in this IFB (whether capitalized or not) shall refer to the same legal entity that submits a bid and is responsible for responding to this Invitation for Bids.
- 4.1.8. Signature or "signed" means the discrete, verifiable symbol of an individual that, when affixed to a writing with the knowledge and consent of the individual, indicates a present intention to authenticate the writing. This includes electronic symbols attached to or logically associated with the IFB documents and executed or adopted by a person with the intent to sign the documents.

### 4.2. Notice of Pre-Bid Conference

At that time, prospective proposers can discuss with representatives of the Town any questions or concerns they might have regarding the Bid, its scope of services, and specifications. Subsequent to this meeting, if necessary, an Addendum will be issued in order to clarify any questions that may arise as a result of the conference.



**Not applicable for this IFB.**

#### **4.3. Questions and Clarifications**

Questions requiring clarification shall be submitted in writing via email only to Svetlana Salemme at [procurement@yarmouth.ma.us](mailto:procurement@yarmouth.ma.us) prior to the date indicated above in the Summary Information and Calendar in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of bids. Should it be found necessary, a written addendum will be incorporated into the IFB and will become part of the contract. Those who have received a copy of the IFB will be notified of such changes.

#### **4.4. Changes to the IFB (Addenda)**

If you received the notice of this IFB from the Town as a result of being registered to sell the commodities/services under the categories on this Bid, you should also receive notice of any addenda issued. If you are not registered with the Town to sell the commodities/services listed herein, you must register as a supplier on the Town of Yarmouth Bid and contract Opportunity page, Bid Posting at <https://www.yarmouth.ma.us/list.aspx?Mode=Subscribe#bids> to receive notice of any addenda, or to receive notice of any future IFBs.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Invitation for Bid. The Town has no discretion under the law to consider bids that fail to comply with those requirements, except for minor informalities as permitted by M.G.L. Chapter 30B Section 5(f). If it becomes necessary to revise any part of this IFB or otherwise provide additional information, an addendum will be issued to all prospective bidders who received copies of the original request.

Each Respondent shall acknowledge receipt of any and all addendum issued to the Invitation for Bid by so indicating in their response. Failure to do so may be cause to reject the Bid as being unresponsive.

Addenda will be posted on the Town's website. Please check back on the website for addenda before submitting your Bid to the Town. Respondents may not be notified individually of Addenda. Failure of a Respondent to receive or acknowledge any addendum shall not release the Respondent from the obligations under their response.

#### **4.5. Responsive Bid**

A responsive bid is one that has been properly and timely submitted in a sealed envelope, contains all required attachments and follows the Form of submission outlined below and in Section 5 of this IFB.

##### **4.6.1. Submission Requirements**

Bids must be submitted by the due date and time and submitted in a sealed envelope as follows:  
One (1) original bid and (1) copy.

The Bid must be placed in its own sealed envelope, which is marked:

**"BID ENCLOSED FOR – PATROL BOAT J-49 REPOWER PROJECT."**

**Submitted by: (Name of Respondent/Bidder)**

Bids shall be delivered or mailed to the following address:

**Office of the Town Administrator  
Attention: Svetlana Salemme, Administrative Assistant  
Town of Yarmouth Town Hall  
1146 Route 28  
South Yarmouth, MA 02664**

All bids must be received **on or before the date and time stated in the [Legal Advertisement](#)**. Bids or any parts thereof received after the time and date stated above will be rejected as nonresponsive to the IFB. Delivery of bids to any office or location other than the location specified above will not constitute receipt by the Town. It is the sole responsibility of the Respondent to ensure that bids are received at the proper location, prior to the stated deadline. Respondents should plan accordingly for a timely delivery. Faxed or emailed bids will not be accepted.

#### **4.6.2. Bid Specifications**

- Bids must follow the specifications and requirements outlined in **Section 5** of this IFB.
- The Respondent should ensure their Bid provides the information and/or documentation necessary to satisfy the Minimum Criteria set forth in **Section 6** of this IFB.
- The Respondent should ensure their Bid acknowledges all addendum(s) have been received and includes all required attachments as indicated in **Section 5** of this IFB.

#### **4.6. Expenses**

Expenses for developing bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to the Town. All costs of meeting the requirements of this IFB and any resulting contracts, including those for insurance, professional services, or licensure, shall likewise be the exclusive responsibility of the proposer and not the Town.

#### **4.7. Term of Validity of Bids**

All bids shall remain valid for a minimum period of 90 days from the due date, and the Respondent shall specifically reference said provision within their bids. Negligence on the part of the Respondent in preparing the Bid confers no rights for the withdrawal of the proposal after it has been opened.

#### **4.8. Acceptance of IFB Terms and Conditions, Bidders Representations**

- 4.9.1.** Submission of a bid shall be conclusive evidence that the Respondent has examined this IFB and is familiar with terms of this IFB and all provisions of the contract included with this IFB, and accepts all terms and conditions of both. Upon finding any omissions or discrepancies in this IFB, each Respondent shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Respondent to investigate this IFB completely and/or to be thoroughly familiar with this IFB shall in no way relieve the Respondent from any obligation with regards to their Bid.
- 4.9.2.** Each Respondent represents they understand the bidding documents, including any reports, test results, drawings, or other documents provided pursuant to this IFB if required or needed, a site visit was completed in order to become familiar with local conditions under which work will be performed. Drawings and specifications have been compared to the site, and bidders have satisfied themselves with the conditions of delivery and all other matters that may be incidental to the work before submitting their Bid.

- 4.9.3. Each bidder is familiar with all federal, state and local laws and regulations that may affect the cost, progress or performance of the work.
- 4.9.4. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.
- 4.9.5. The Respondent's Bid will be incorporated within the contract. If the Respondent's Bid does not comply with the requirements of this Invitation for Bid, or if an item is not understood in any way, a copy of that section of the IFB must then be included in the Respondent's Bid (and all copies) clearly stating the deviation, additions, or other comments.

#### **4.9. Bid Modification and Withdrawal**

Bidders may correct, modify or withdraw the original bids on or before the date and time as stated in the Notice of Invitation for Bid. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. Any late correction or modification to the Bid will not be accepted. A bidder who wishes to withdraw a bid must make a request in writing.

#### **4.10. Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the Bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until 11:00 a.m. on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

#### **4.11. Late Submissions**

Any bids received after the date and time stated in the "Legal Advertisement" will be deemed "nonresponsive" and shall not be considered.

#### **4.12. Rule for Award**

Any contract resulting from this IFB shall be awarded to the lowest *responsive and responsible* bidder offering the lowest total price for all items. Any bids which submit a price that is abnormally low or high, as determined by the Town, may be rejected as not responsible. As used herein, the terms "responsive" and "responsible" shall have the meanings given to such terms in M.G.L. c. 30B, §2.

In evaluating the qualifications of bidders, the Town will consider past performance with the Town and outside references. Negative or poor references or poor performance on past work/projects for the Town shall constitute a reason to consider the bid non-responsible.

#### **4.13. Tied Low Bids**

In the event there are tied best prices from responsive and responsible bidders, the following methods of breaking the tie shall be employed unless otherwise provided for in the bid documents:

The names of the tied bidders will be written on a piece of paper and placed in a container. The award shall then be made to the bidder whose slip of paper is drawn from the container. This drawing will be performed with at least one witness and be performed in the presence of the tied bidders unless they waive their right to be present.

#### **4.14. Bid Acceptance and Rejection**

Notice of the acceptance of the Bid will be provided to the successful proposer via a Notice of Award letter from the Town, which shall include the agreed upon contract between the Town of Yarmouth and the Respondent. The Respondent shall deliver the contract, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. The acceptance of the Bid shall bind the successful bidder to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

The Town reserves the right to reject any or all bids, or any part(s) thereof, if in the best interest of either to do so and to amend any contract to the extent permitted by law and as the Town deems to be in their best interest. The Town reserves the right to waive any mistakes or informalities in the bids received and may request supplementary information from any particular bidder if it is determined that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town.

Each "Out-of-State" bidder shall furnish with its Bid a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any bid which fails to include any material information or documentation specified in the bid submission requirements is nonresponsive and will be rejected.

#### **4.15. Delivery**

All prices quoted shall be based on delivery F.O.B. destination, freight pre-paid with all transportation and handling charges paid by the Vendor to the actual point of delivery. Responsibility and liability for loss or damage shall remain with the Vendor until final inspection and acceptance when responsibility shall pass to the Town except as to latent defects, fraud and or Vendor's warranty obligations.

#### **4.16. Taxes**

Purchases made by the Town are exempt from the payment of Federal excise tax, and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the price(s) offered. If requested, the Town will provide the awarded Respondent with a copy of the Towns Certificate of Exemption.

#### **4.17. Insurance**

Insurance coverages and limits are included as part of the Town of Yarmouth Contract terms and conditions. Review all contract documents in the Exhibits to this IFB to ensure compliance with these requirements.

#### **4.18. Licenses and Permits**

The proposer is responsible for attaining and holding in good standing all relevant permits, licenses, and certificates associated with the completion of these services, as applicable. Evidence of these requirements is to be made part of the Bid. If a permit is not currently held or the application process is pending, the bidder should indicate such. The Town of Yarmouth reserves the sole right to decide if the contract may be awarded to the successful bidder despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted. See Section 6 for additional information.

**4.19. Indemnifications.**

**No Indemnification by Town.** Bidder understands and acknowledges that Town of Yarmouth is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Massachusetts law, Town shall not indemnify nor hold Bidder harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Bidder shall not limit its liability to Town for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Town reserves the right to pursue all legal and equitable remedies to which it may be entitled.

**4.20. Prohibitions**

Bidders are prohibited from communicating directly with any employee of the procuring Department regarding this IFB except as specified in this IFB, and no other individual Town employee or representative is authorized to provide any information or respond to any question or inquiry concerning this IFB. Bidders may contact the contact person using the contact information provided in Section 2 in the event that this IFB is incomplete or the information is missing.

**4.21. Public Records Law**

All quotes and information submitted in response to this IFB are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

## 5. FORM OF SUBMISSION

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Follow the instructions below for the format to be used in responding to this IFB. Bid Proposal should follow the general specifications identified in **Section 4** of this IFB. Respondents should ensure their Bid Proposal contains the information necessary to ascertain meeting of Minimum criteria.

### Submission Requirements

**The following items included in the Attachments Section of this IFB must be submitted with your Bid:**

**5.1. Bid Form**

All bids should be submitted on the Bid Form included as **Attachment A** and signed by an individual authorized to negotiate for and contractually bind the Respondent. Please fill out the Bid Form and the accompanying **Bid Price Form**.

The Town may accept an electronic signature on all documents. The Bid Submittal must include the statement indicating that the person who signed the response electronically has read and understood the documents provided by the Town pursuant to this IFB/RFQ, including the Town of Yarmouth Standard Contract Form. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to their response.

**5.2. Certifications** – complete and sign the Combined Certification Form included in **Attachment B**.

**5.3. References** – Use the Reference Form included in **Attachment C** to provide a list of all contracts performed within the last five (5) years that are considered similar in size and scope to this contract.

This is the section where the Town will rely on information for references. Therefore, please include correct contact information (including phone numbers, email addresses, and business addresses) on any contacts who may have relocated.

**5.4. Other Attachments** - Please ensure all other IFB attachments are properly executed and included in your response, as necessary per the IFB instructions.

### Checklist of Required Signed Submittals:

- Bid Form
- Combined Certification Form
- Reference Form
- Sample Contract with each page initialed as acknowledgment. Any terms or conditions that cannot be met by the bidder must be brought to the Town's attention in a Written Question before the deadline. If the matter can be resolved in an Addendum, one will be issued so that all Bidders are notified of any exceptions allowed.

### Items required at Contract Signing:

- Proof of Insurance with the Town of Yarmouth named as Additional Insured

## 6. MINIMUM CRITERIA

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Respondents submitting a bid for this IFB must satisfy all of the Minimum Criteria listed below. Respondents should ensure that bids clearly identify meeting these criteria so that it is easily noted and determined to be met by the evaluator(s). **Bids that do not demonstrate compliance with the Minimum Criteria will be considered nonresponsive and will not be further considered.**

- 6.1. The Respondent must be from an established business, corporation, partnership, firm, or individuals who normally furnish such services as part of their principal business for which it is formed, which has been in business for a minimum of five (5) years.
- 6.2. The Respondent (individual or company) must have at least five (5) years of experience in providing similar services to other municipalities.
- 6.3. The Bidder must demonstrate the ability to commence and perform required work promptly upon award of the contract.
- 6.4. The Repair Facility must be within 15 miles of Town of Yarmouth (424 Route 28, West Yarmouth, MA 02673) for the Town of Yarmouth to pick up and deliver.
- 6.5. Motor installation must be complete within 20 days of arrival at a repair facility.

**APPENDICES**





## APPENDIX 1 – IFB EXHIBITS

Exhibits are included within the IFB documents to provide additional information relating to the PATROL BOAT J-49 REPOWER PROJECT and to disclose contractual terms and conditions. Exhibits are intended to assist Bidders in formulating their responses and in determining the price. Questions or clarifications relating to this information should be sought following the instructions included in Section 4 of the IFB. The following Exhibits are included with this IFB:

Exhibit 1      Town of Yarmouth Standard Contract Form

**Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

**TOWN OF YARMOUTH<sup>1</sup>**

**CONTRACT #**

STATE CONTRACT # (if applicable) \_\_\_\_\_

CONTRACT NAME: **PATROL BOAT J-49 REPOWER PROJECT**

This Contract is entered into on, or as of this date by and between the Town of Yarmouth and the Contractor, as indicated below:

Town of Yarmouth, Massachusetts		Contractor Name & Address	
Business Address for Notice			
Town Administrator		BUSINESS NAME	
1146 Route 28		ADDRESS	
South Yarmouth, MA 02664		CITY, STATE, ZIP	
		ADDL.	
Contract Manager		Contact Person	
NAME	William Bonnetti	NAME	
DEPT.	Natural Resources		
ADDRESS	424 Rt. 28	ADDRESS	
CITY, STATE, ZIP	West Yarmouth, MA 02673	CITY, STATE, ZIP	
PHONE	508-294-2455	PHONE	
EMAIL	BBonnetti@yarmouth.ma.us	EMAIL	

1. This is a Contract for the procurement of the following: to furnish and install two new 300HP Outboard motors in accordance with the specifications set forth within the contract documents. Contract attachments hereby incorporated into this Contract are as follows:

- a. The IFB – Attachment A; and
- b. Respondent's Response dated June 2, 2023 – Attachment B

2. The Contract price to be paid to the Contractor by the Town is:  
[insert price]

3. Payment will be made as follows:

- 3.1. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work,

<sup>1</sup> Contract Short Form - Goods under \$35,000.00  
Town of Yarmouth IFB  
Patrol Boat J-49 Repower Project

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sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

- 3.2. Fees and Reimbursable Costs combined shall not exceed \$ \_\_\_\_\_ as more fully set forth in the Contractor Documents.
- 3.3. Final payment, including any unpaid balance of the Contractor's compensation, shall be due and payable when the Goods are delivered to the Town and accepted.
- 3.4. Payments will be made by electronic methods, either by credit card or ACH / direct bank deposit to the Contractor's account. The Contractor must provide a completed and signed ACH / direct deposit form. The Contractor must provide the Town an updated form if the bank account used for the deposit is changed during the term of this Contract.

**4. Definitions:**

4.1 **Contract Documents:** All documents relative to the Contract, including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, and Specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 **Date of Substantial Performance:** The date when the goods are delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

4.3 **Goods:** Goods, Supplies, or Materials.

**5. Term of Contract and Time for Performance:**

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

**6. Subject to Appropriation:**

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

**7. Termination and Default:**

7.1 **Without Cause.** The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be

## **Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

7.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

7.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

### 8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Yarmouth shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

### 9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where

## **Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

9.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

### 10. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

### 11. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 12. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

### 13. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

### 14. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

### 15. Corporate Contractor:

If the Contractor is a corporation and this Contract is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Yarmouth unless and until the Contractor complies with this section.

## **Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

### 16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Yarmouth shall be individually or personally liable on any obligation of the Town under this Contract.

### 17. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

### 18. Insurance

#### 18.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

#### 18.2 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Yarmouth as an additional insured, and which shall cover

## **Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 19. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 20. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

### 21. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

### 22. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed

**Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

affected thereby unless one or both parties would be substantially or materially prejudiced.

23. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

24. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

25. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

26. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

27. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]



**Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

**FOR THE TOWN OF YARMOUTH**

**FOR THE CONTRACTOR**

Acknowledged:

\_\_\_\_\_  
Department/Division Head      Date

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

Approved as to Procurement:

\_\_\_\_\_  
Chief Procurement Officer      Date

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

Approved as to Availability of Funds:

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

\_\_\_\_\_  
Print Name & Title

Contract Approval:

\_\_\_\_\_

\_\_\_\_\_  
Town Administrator      Date

<b>FOR INTERNAL USE ONLY</b>	
Appropriation Account(s)	
Purchase Order #	
Contract #	
<b>Contract Documents</b>	<b>Contract Documents Received (Y) Yes, (N) No, N/A</b>
Combined Certification Form <small>(Not Public Construction)</small>	
Combined Certification Form <small>(Public Construction)</small>	
Contractor W9 Form	
EFT Authorization Form	
Insurance Certificate	
<b>ADDITIONAL INFORMATION</b>	

**Exhibit 1 – TOWN OF YARMOUTH, MASSACHUSETTS – STANDARD CONTRACT FORM**

**EXAMPLE CLERK'S CERTIFICATE**

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

Town of Yarmouth IFB  
Patrol Boat J-49 Repower Project

## **APPENDIX 2 – IFB ATTACHMENTS**

The following attachments hereto are incorporated by the following references as part of the IFB Documents. All attachments should be completed and signed, and included in your response.

Bid Form

Attachment A

Certificates Required by Law

Attachment B

Reference Form

Attachment C

**BID FORM.**

**BID IDENTIFICATION:** PATROL BOAT J-49 REPOWER PROJECT

To the Town of Yarmouth, Awarding Authority

From: \_\_\_\_\_

1. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 120- days after the day of the Bid opening. BIDDER will sign the Agreement and submit other documents required by the Contract Documents within five (5) working days after the date of OWNER'S Notice of Award.

2. Total Amount of Bid is: \$ \_\_\_\_\_ (Sub Total from the Bid summary below)  
 \_\_\_\_\_  
 (words)

**3. Bid Summary:**

Item	Description	Quantity	Unit Price	Total Cost
1	300HP Standard Rotation Motor	1	\$ _____	\$ _____
2	300HP Counter Rotation Outboard Motor	1	\$ _____	\$ _____
3	Installation	1	\$ _____	\$ _____
4	Shipping	1	\$ _____	\$ _____
			<b>SUB TOTAL</b>	\$ _____

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents and of the following Addenda numbered: \_\_\_\_\_. (Receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.

5. BIDDER agrees to furnish the Town with a warranty against defects in material and workmanship, under normal use and service, for a period of \_\_\_\_ months.

Warranty periods of more than 12 months may be considered in determining the lowest responsible bid.

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

By \_\_\_\_\_  
 (Signature and title of the authorized representative)

Date \_\_\_\_\_

\_\_\_\_\_  
 (Business address)

\_\_\_\_\_  
 (Town and State)

\_\_\_\_\_  
 (Email Address)

**CERTIFICATIONS REQUIRED BY LAW**

**You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.**

**STATE CERTIFICATIONS**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Further, per Executive Order of 481, I shall not knowingly use undocumented workers in connection with the performance of all Town of Yarmouth contracts; that pursuant to federal requirements, I shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that I shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). I understand and agree that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting me to sanctions, including but not limited to withholding of payments, contract suspension or termination.

Pursuant to M.G.L. Ch. 268A, this statement is to certify that no municipal employee of the Town of Yarmouth, nor any spouse, parent, child, brother or sister of such municipal employee, has any financial interest in the bidder on this proposal.

**NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made 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.

**REGISTRATION WITH THE MASSACHUSETTS SECRETARY OF STATE**

If the undersigned is a Foreign Corporation (located outside of Massachusetts), I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations and am registered and in good standing with the Massachusetts Secretary of State.

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

**REFERENCE FORM**

**VENDOR NAME:** \_\_\_\_\_

**BID IDENTIFICATION:**

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

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

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

Phone: \_\_\_\_\_

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

Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

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

Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

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

Description and date(s) of supplies or services provided: \_\_\_\_\_  
\_\_\_\_\_

**Attach additional sheets if necessary**