



Town of Stow

INVITATION FOR BID Lawn Care Maintenance

Bid Opening
March 28, 2023
11:00am
Pompositticut Community Center
509 Great Road
Stow, MA 01775

For general questions:

Laura Greenough
Stow Recreation Director
509 Great Road
Stow, MA 01775
978- 637-2984
recreation@stow-ma.gov

Town of Stow
Bid # 0001-2023
Lawn Care Maintenance

Description of Procurement

The purpose of this procurement is for the Town of Stow to contract with a qualified Landscaping contractor. The intent and purpose of this Bid is to establish a contractual price agreement for labor and material for routine maintenance services for all recreational facilities in Stow.

Attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of General Laws, Chapter 149, Sections 26 to 27G, inclusive.

All Bidders shall furnish with their Bid a Bid guaranty in the form of a Bid bond, cash or a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, in the amount of 5% of the total amount of the Bid and made payable to the Town of Stow, Massachusetts. Bid Bond must be executed by a surety company listed on the current United States Department of Treasury "Department of The Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the Commonwealth of Massachusetts.

Simultaneously with the delivery of the executed contract, the Contractor shall furnish surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a duly authorized surety company satisfactory to the Owner, listed on the current United States Department of Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the Commonwealth of Massachusetts as a condition of acceptability the successful Bidder must furnish:

- 50% Labor and Materials Payment Bond (which will be based on the estimated amount from the Bid)

No contractor awarded is guaranteed all contracts for services throughout the duration of this contract and labor hours are only estimates. No contractor will be required to provide services outside their usual scope of work or service area.

All responses submitted by a Bidder are binding on the Bidder for 60 days following the date of submission and/or until such time as the Bidder withdraws its response in writing, addressed to the contact person for this Bid.

Where the contractor fails to complete the project as specified, the Awarding Authority reserves the right to terminate the contract and to enter into other agreements to complete the necessary work and the Awarding Authority shall have the right to recover the damages for breach of the contract, either by suit against the contractor or the bond security it and the Awarding Authority will not be liable for any charges if termination happens.

Term of Contract and Options to Renew

The initial term of this contract will be a period of one (1) year beginning on April 1, 2023, when the vendor is awarded a contract and ending on March 31, 2024. There will be two (2) one (1) year option years. The end date of this contract will be March 31, 2026.

Approximately 30 days prior to the end of each option, the Town of Stow will send a letter to the contractors requesting to exercise the option to renew the contract along with the updated wage rates.

Contract and Performance Specifications

Where required by law, contractors must possess a valid license/registration to perform services in the Commonwealth of Massachusetts. A copy of any required license/registration must be submitted with the Bidder's response, for each employee.

Contractors must have at least five (5) years of relevant experience in their particular trade(s) prior to responding to this Bid unless a waiver is granted. Bidders with less than five years of experience must submit, with their response, a written request to be exempt from this requirement including a statement explaining why they should be exempt.

Any and all work performed throughout the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. The Town of Stow will not pay for any minimum amount of hours and will only pay for actual time on site.

Services solicited through this BID are subject to the Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this BID. These will become a part of any contract resulting from this BID. These wage rates will be valid for the duration of the contract including all renewals. It is the responsibility of the contractor to adhere to the Prevailing Wage Laws and all requirements. The contractor must submit a Weekly Payroll Report Form to the Town of Stow.

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work without the written consent of the Town.

The Town of Stow reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Town of Stow's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace it without extra charge.

The Contractor must attach a list of all names, license numbers, license expiration dates, type of license and year of experience of his/her employees.

Contractor may be required to fill out CORI checks prior to any work in the Town.

Submission of Questions

Prospective Bidders may submit questions to the Recreation Director regarding this solicitation by Tuesday, March 21 at 3pm

Laura Greenough
Stow Recreation Director
509 Great Road
Stow, MA 01775
978- 637-2984
recreation@stow-ma.gov

Instructions for Submission of Responses

Bidder Response Package:

All Bids are due in the Pompositticut Community Center, 509 Great Road Stow, MA by 11:00 am on Tuesday March 28, 2023, if at the time of the Bid opening Pompositticut Community Center is closed due to some unforeseen emergency Bids will be due and open the next business day at 2:00 pm. All areas of this Bid must be filled out, the town reserves the right to reject any vendor that does not fill out the Bid in its entirety.

Selection Criteria

The purpose of this BID is to establish a contract with a qualified landscape contractor which the Town of Stow can readily obtain needed services in a cost-effective manner.

All mandatory requirements in this BID **must** be met.

The Town of Stow reserves the right to reject any and all Bids if it is the Town of Stow's best interest to do so.

Award of this contract shall be made to the lowest responsible and eligible general Bidder within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the Bids. The Town reserves the right to reject any and all Bids if deemed in the Town's best interest.

References

The Town of Stow will award the contract to the lowest responsible and eligible Bidder based on competitive Bids for award of the base Bid. Responsibility and eligibility will be based on the Contractors ability to furnish satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to execute the work successfully and to complete it within the time named in the contract. As part of the Bid, the Contractor **must submit a list of three successfully completed jobs within the last three years, with contact information,** preferably work done for a municipality. The name, address and telephone number of a contact person involved with each of these projects must be included

so they can be investigated prior to the award of the contract. The Town of Stow reserves the right to use itself as a reference.

The Town of Stow has the right to verify any references included in a Bidder's response and to conduct any other reference or credit checks, as deemed appropriate. The Town of Stow also reserves the right to use historical information, whether gleaned from references provided, previous contract performance or outside sources in the evaluation of a Bidder's response. Poor references or past history may result in a Bidder not being awarded a contract. Contractors may be required to submit to a CORI report.

Insurance Requirements

The Contractor shall purchase and keep in full force and effect during the entire duration of the Work to be done by the Contractor, insurance issued by companies qualified to do business in the Commonwealth of Massachusetts as follows:

Contractor's Public Liability and Property Damage Insurance. Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Contractor's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Town of Stow as an additional insured and shall be written for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis.

Workmen's Compensation Insurance. Workmen's Compensation Insurance must be provided at the Contractor's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Contractor shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the Town of Stow when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Each contractor, subcontractor, and consultant performing work on or about the Premises shall have Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident.

Vehicle Liability Insurance. The Contractor shall take out and maintain at his own expense during the life of this Contract vehicle liability insurance. The insurance shall name the Town of Stow as an additional insured and shall be written with limits of not less than \$1,000,000. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, and Non-Owned Vehicles.

Umbrella Liability. The Contractor shall take out and maintain a policy of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The insurance shall name the Town of Stow as an additional insured.

Contractor Performance Criteria

Contractors must have at least five (5) years of relevant experience in landscape maintenance, preferably for a municipality.

Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract. Contractors **must** notify the Town of Stow within 7 days of any change in address, phone or fax numbers, and or contact names.

The Town of Stow reserves the right to inspect all work, either in progress or when completed. In the event work is deemed unsatisfactory or in any way conflicts with the provisions set forth in the contract or purchase order, the Contractor will be notified and will have three (3) working days to correct the conditions. Failure to make corrections to work will result in delayed payment and may be cause for cancellation of the contract.

The Contractor must supply all applicable MSDS forms as requested by the Town of Stow. Pursuant to M.G.L. Ch. 111F, ss. 8,9,10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The Contractor agrees to comply with all requirements set forth in the pertinent laws.

Projected Scope of work – Land Care Maintenance

The contractor shall conform to all requirements of state and local laws, including compliance with the prevailing wage laws.

All material and debris shall be cleaned up immediately and removed from the properties, leaving the premises in a clean condition.

Bidders must comply with all of the Bid submission requirements It is mandatory that the Contractor be able to meet the following requirements:

A. Scope of Services for Stow Facilities

Task: Lawn Care.

- Grass maintenance (fertilizer, seeding, weed killer, and grub killer)
- Lime Applications
- Aeration
- Turf Treatment Plan required for each property.
- Soil testing for each field is required.
- Work Completion list required monthly (include dates and times of application/work, specific product details regarding what was applied and the rate at which it was applied.)
- The Contractor is required to get approval from the Stow Recreation Director before any lawn application occurs.

The Town is intent on engaging a company with significant experience in the lawn care, landscaping, irrigation systems, and infield maintenance industries. To be considered a responsible bidder, companies must meet the evaluation criteria:

1. A description of 3 successful similar projects experiences with client information.
2. Minimum of 5 years of experience in related field.
3. Document similar experience as listed above. 3 examples will be sufficient.
4. It is the intent of Stow to award this bid to the lowest responsible and responsive bidder.

The town reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejections or waiver is deemed in the best interest of the Town.

Carry the required amount of insurance as shown by the insurance requirement enclosed herewith. Certification of insurance shall be provided to the Town of Stow prior to commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the Town of Stow, whichever is later.

Billing/Invoicing and Quotes:

All bills/invoices submitted must be addressed to the Recreation Director, 509 Great Road Stow, MA 01775 and MUST adhere to the contract. Each invoice must include certified payroll for the hours being billed. Failure to do so will result in non-payment of contract. The Town will not pay for travel time, mileage, tolls, fuel surcharge or supply upcharges etc, hourly pricing MUST BE ALL INCLUSIVE.

Any damage to existing utilities, equipment, or finished surfaces resulting from performance of this contract shall be repaired to the satisfaction of the Town at the Contractors sole expense.

Invoices must be submitted within 15 days of completion of job. Failure to submit an invoice after 30 days shall result in nonpayment. All invoices must be itemized including a parts list and pricing as well as labor.

All invoices must also list the following information:

- ❖ Certified payroll for hours being billed.
- ❖ Date of Service
- ❖ Invoice number (duplicate invoice numbers will delay processing of payment)
 - Detailed statement of work performed.
 - Location where work was performed (specify site)

BID SHEET

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with the Town of Stow.

Rate per hour of the wages to be paid under this particular contractual agreement shall be not less than the applicable rate of wages as determined by the Commissioner of Labor and Industries and announced in the "Minimum Wage Rates Schedule" enclosed herewith.

Contractor must fill in all lines on bid form, you may not leave them blank or with a zero (0) an actual cash value must be established.

The following prices represent firm prices for each contract year, hours are estimates only:

YEAR ONE April 1, 2023 to March 31, 2024

BIDDING SCHEDULE

Item No.	Description	Quantity	Unit Price	Amount
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Stow Community Park- 6 Acre Property 50 Old Bolton Rd. Stow 01775

0001	Spring Turf Maintenance Application (Includes fertilizer/crab grass/weed)		Cost per Application	\$ _____
	Late Spring Turf Maintenance Application (Includes fertilizer/grub/weed/crabgrass maint)		Cost per Application	\$ _____
	Summer Turf Maintenance Application (Includes fertilizer/weed/crabgrass maint)		Cost per Application	\$ _____
	Fall Turf Maintenance Application (Includes fertilizer/weed)		Cost per Application	\$ _____
	Turf winterize Maintenance Application (Includes fertilizer/weed)		Cost per Application	\$ _____

Total Cost for all 5 application listed above = \$ _____

(Bidder must bid on all 5 applications. If you bid on Turf Maintenance 0001, you must bid on all four facilities Turf maintenance programs, Stow Community Park, Pine Bluff, Memorial and Town Center Park fields.)

0002	Lime Application (Pending soil testing by others)		Cost per Application \$ _____	Total cost \$ _____
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Total Cost for Stow Community Park Maintenance \$ _____
(Stow Community Park bid numbers 0001-0002)

Memorial Field- 1.5 Acre Property

0 Bradly Lane, Stow Ma 01775

- 0003 Spring Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/crab grass/weed)
- Late Spring Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/grub/weed/crabgrass maint)
- Summer Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed/crabgrass maint)
- Fall Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed)
- Turf Winterize Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed)

Total Cost for all 5-application listed above = \$ _____

(Bidder must bid on all 5 applications. If you bid on Turf Maintenance 0003, you must bid on all four facilities Turf maintenance programs, Stow Community Park, Pine Bluff, Memorial and Town Center Park fields.)

- 0004 Lime Application Cost per Application \$ _____ Total cost \$ _____
(Pending soil testing)

Total Cost for Memorial Field Maintenance \$ _____
(Memorial field bin numbers 0003-0004)

Pine Bluffs- 4 Acre Property

303 Sudbury Rd. Stow Ma. 01775

- 0005 Spring Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/crab grass/weed)
- Late Spring Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/grub/weed/crabgrass maint)
- Summer Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed/crabgrass maint)
- Fall Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed)
- Turf Winterize Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed)

Total Cost for all 5-application listed above = \$ _____

(Bidder must bid on all 5 applications. If you bid on Turf Maintenance 0005, you must bid on all four facilities Turf maintenance programs, Stow Community Park, Pine Bluff, Memorial and Town Center Park fields.)

- 0006 Lime Maintenance Application Cost per Application \$ _____ Total cost \$ _____
(Pending soil testing)

Total Cost for Pine Bluff Field Maintenance \$ _____

(Pine Bluff bid numbers 0005-0006)

Town Center Park- 2.5 Acre Property 323 Great Rd. Stow Ma. 01775

0007 Spring Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/crab grass/weed)

Late Spring Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/grub/weed/crabgrass maint)

Summer Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed/crabgrass maint)

Fall Turf Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed)

Turf Winterize Maintenance Application Cost per Application \$ _____
(Includes fertilizer/weed)

Total Cost for all 5-application listed above = \$ _____

(Bidder must bid on all 5 applications. If you bid on Turf Maintenance 0007, you must bid on all four facilities Turf maintenance programs, Stow Community Park, Pine Bluff, Memorial and Pompositticut fields.)

0008 Lime Application Cost per Application \$ _____ Total cost \$ _____
(Pending soil testing)

Total Cost for Town Center Park Maintenance \$ _____
(Town Center Park field bid numbers 0007-0008)

*****Notes:**

Contractor is responsible for overall health and maintenance of the turf and any additional applications as necessary to maintain the turf. Bid items are based on standard turf management practices as prescribed by the University of Massachusetts Turf Extension Program. The contractor's bid is inclusive of all necessary site visits to correct applications as needed, in addition all site visits necessary to maintain good overall turf maintenance & health such as spot sprays for problem areas and to provide professional guidance and suggestions.

The Contractor is to provide a standard plan of turf maintenance. See the Massachusetts Lawn and Landscape Turf BMP Manual @ <http://extension.umass.edu/turf/publications-resources/best-management-practices> for standards of performance expected.

The Contractor is required to get approval from the Stow Recreation Director before any lawn application occurs.

The Contractor is direct responsibility for the timely repair or replacement of damaged equipment, fencing or other permanent or portable systems that are damaged by your company.

*****Season responsibility begins 1 April 2023 through 31 March 2023**

Note 1: "LS" = Lump Sum, "MHR" = Man-Hours, "EA" = Each, "LF" = Linear Foot, "SF" = Square Foot.

Note 2: It is the intent of Stow to award this bid to the lowest responsible and responsive bidder. The town reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejections or waiver is deemed in the best interest of the Town. The Town reserves the right to award the bid on an al a cart basis or as a whole, whichever is in the best interest of the Town. Companies may bid on the entire project scope or individual items within the project scope.

Note 3: The contract will be a fixed-price that provides for delivery of specified quantity of Products and any related services either at a specified time or when ordered. **A Firm and fixed lump sum bid.**

PRICING SUMMARY

YEAR ONE TOTAL	\$ _____	Commencing 4/1/2023
YEAR TWO TOTAL	\$ _____	Commencing 4/01/2024
YEAR THREE TOTAL	\$ _____	Commencing 4/01/2025
GRAND TOTAL	\$ _____	

Receipt of Addendum Number(s) ___ Dated: _____ is hereby acknowledged and reflected in the Bid price (s) shown

ITEMS TO BE RETURNED WITH THE BID

It is the bidders responsibility to reads the bid and return all items required, the items below are a guide and may not be inclusive of all items required.

1. ____ Cost Proposal –Rates
2. ____ Signature Page
3. ____ Signed Certificate of Non Collusion
4. ____ Affidavit of Compliance
5. ____ Attestation of Taxes
6. ____ Certificate of Payment of Prevailing Wages
7. ____ Bidders Certification
8. ____ Contractors Certification
9. ____ References
10. ____ 5% Bid Bond

NON-COLLUSION AFFIDAVIT

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

Name of Company

Date

AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-Profit Corporation

_____ Partnership

_____ Sole Proprietorship *

Name of Corporation _____

Address _____

As President, or authorized company officer, of the above named corporation, I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this _____ day of _____,

Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this Bid shall be deemed the sole proprietor and legal entity for the purposes of this Bid and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature and Title of Authorized Company Officer

Date

Corporate Seal (affix below):

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.

The Town of Stow, Massachusetts

**BIDDER'S CERTIFICATION REGARDING
PAYMENT OF PREVAILING WAGES**

THE UNDERSIGNED BIDDER HEREBY CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE FOREGOING BID IS BASED UPON THE PAYMENT TO LABORERS TO BE EMPLOYED ON THE PROJECT OF WAGES IN AN AMOUNT NO LESS THAN THE APPLICABLE PREVAILING WAGE RATES ESTABLISHED FOR THE PROJECT BY THE *MASSACHUSETTS DEPARTMENT OF LABOR AND INDUSTRIES*.

THE UNDERSIGNED BIDDER AGREES TO INDEMNIFY THE AWARDED AUTHORITY FOR, FROM AND AGAINST ANY LOSS, EXPENSE, DAMAGES, ACTIONS OR CLAIMS, INCLUDING ANY EXPENSE INCURRED IN CONNECTION WITH ANY DELAY OR STOPPAGE OF THE PROJECT WORK, ARISING OUT OF OR AS A RESULT OF:

- (1) THE FAILURE OF THE SAID BID TO BE BASED UPON THE PAYMENT OF THE SAID APPLICABLE PREVAILING WAGE RATES OR**
- (2) THE FAILURE OF THE BIDDER, IF SELECTED AS THE CONTRACTOR, TO PAY LABORERS EMPLOYED ON THE PROJECT THE SAID APPLICABLE PREVAILING WAGE RATES.**

Date: _____

Name of Bidder: _____

By: _____ (Signature)

Print Name & Title of Person Signing

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law Chapter 149, § 27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form had been provided (Form CC-10) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentices identification card must be attached to the payroll report. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____ 20__	
—,	
I, _____,	_____
(Name of Signatory Party)	(Title)
do hereby state:	
That I pay or supervise payment of the persons employed by	
_____	_____
(Contractor, subcontractor, or public body)	(Building or Project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.	
Signature _____	
Title _____	

DEPARTMENT OF OCCUPATIONAL SAFETY, 100 CAMBRIDGE ST., 11TH FLR BOSTON, MA 02202

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.

**COMMONWEALTH OF MASSACHUSETTS
BIDDER'S CERTIFICATION FOR MGL 30, s.39S**

The following certification statement is to be signed by the Bidder. This certification is based on Massachusetts General Law Chapter 30, Section 39S and shall incorporate that law by reference including all changes, revisions, amendments, or deletions. As used in this certification the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Any person submitting a Bid for, or signing a Contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a Bid for, or signing a Contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, does hereby certify, under penalties of perjury, as follows:

1. The undersigned is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
2. That all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and that we shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. That all employees to be employed in the work subject to this Bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

We hereby acknowledge that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. We further acknowledge that the attorney general, or his or her designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of Contracts and the performance of Contracts in all cases where, after investigation of the facts, he or she has made a finding that the award or performance has resulted in violation, directly or indirectly, of MGL Chapter 30, Section 39S, Subsection (b), and he or she shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

We further acknowledge that as the Bidder, it is our responsibility to ensure compliance with MGL Chapter 30, Section 39S by all our Subcontractors, suppliers, consultants, and others physically present at the construction site(s) and performing work that is the responsibility of the Contractor as specified herein or as defined in all applicable laws, statutes, or regulations.

BIDDER'S NAME: _____

BY (TYPE NAME AND TITLE): _____

SIGNATURE: _____

DATE: _____

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____