***CITY OF BROCKTON – CONTRACT APPENDIX A (SUBMIT WITH QUOTE)***

**VENDOR TAX CERTIFICATE**

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

***For use by CORPORATIONS ONLY:***

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

***For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:***

\*

SIGNATURE OF INDIVIDUAL

\*\*

SOCIAL SECURITY NUMBER OR

FEDERAL IDENTIFICATION NUMBER (FEIN)

\*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

**CERTIFICATE OF CORPORATE VOTE**

I, clerk/officer of hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on the following vote was passed:

Vote to authorizing to sign in behalf of the corporation/company with the City of Brockton for .

Signature of Clerk/Officer

**\* PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

***CITY OF BROCKTON – CONTRACT APPENDIX B (SUBMIT WITH QUOTE)***

**AFFIDAVIT OF CLERK OF CORPORATION VENDOR**

**(To be signed and completed by Clerk)**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify as follows:

(Print full name of Clerk)

1. I am the Clerk of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_.
2. That the names, residential addresses and title officers of the above named corporation are as follows:

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

President Address

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

Vice President Address

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

Treasurer Address

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

Resident/Registered Agent Address

1. That the above named corporation was incorporated on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The federal tax identification number of said corporation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is authorized to sign contract/agreements on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pursuant to a vote of the Board of Directors/Officers on \_\_\_\_\_\_\_\_\_\_\_\_\_.

1. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 .

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

Signature of Clerk of Corporation

***CITY OF BROCKTON – CONTRACT APPENDIX C (SUBMIT WITH QUOTE)***

**VENDOR REGISTRATION FORM**

**TO BE COMPLETED BY ALL VENDORS:**

TYPED/PRINTED NAME AND TITLE:

SIGNATURE: DATE:

PROPER LEGAL NAME OF BUSINESS ENTITY:

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A:

BUSINESS ADDRESS:

TELEPHONE NO: FAX NO:

***EMAIL ADDRESS:***

**IF CORPORATION:**

1. GIVE YOUR CORRECT CORPORATE NAME:

1. STATE AND DATE OF INCORPORATION:

1. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

**IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):**

**IF COMPANY, GIVE the OWNER’S NAME AND TITLE:**

**IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS**:

**IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:**

**MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT**

1. Our firm is principally (more than 50%) minority owned.

YES\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_\_\_\_\_\_\_\_\_

1. Our firm is principally (more than 50%) woman owned.

YES\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_\_\_\_\_\_\_\_\_

1. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES\_\_\_\_NO\_\_\_\_ **/**

SOMWBA CERTIFICATION CATEGORY: \_\_\_\_ **/** MBE\_\_\_\_\_\_WBE\_\_\_\_\_\_

***CITY OF BROCKTON – CONTRACT APPENDIX D (SUBMIT WITH QUOTE)***

**Attestation Clause**

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars ($5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful quoter shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY:

AUTHORIZED SIGNATURE:

TYPED/PRINTED NAME AND TITLE:

**Certificate of Non-Collusion and Certificate of Bona Fide Quote**

As per Chapter 30B, Section 10, any person submitting a quote for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the quote, as follows:

**The undersigned certifies under the penalty of perjury that this quote 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.**

VENDOR/COMPANY:

AUTHORIZED SIGNATURE:

**Assurance of Non-Discrimination Compliance**

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

* 1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
  2. Rates of pay or any other form of compensation and changes in compensation.
  3. Job assignments and seniority status.
  4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
  5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
  6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
  7. Employer-sponsored activities, including social or recreational programs.
  8. Any other term, condition, or privilege of employment.

VENDOR/COMPANY:

AUTHORIZED SIGNATURE/TITLE/DATE:

ADDRESS AND TELEPHONE:

***CITY OF BROCKTON – CONTRACT APPENDIX E (SUBMIT WITH QUOTE)***

**Certificate of Insurance**

**(Service Contracts Only\*)**

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

**WORKERS’ COMPENSATION:** The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

**PUBLIC LIABILITY:** Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of $500,000/$1,000,000 and Property Damage Liability in the minimum amount of $50,000/$100,000.

The policies shall contain a provision worded as follows: “The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy.”

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

**\*DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE:

**Indemnification and Release**

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the CITY and their respective officers, directors, employees and agents (“Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including costs, reasonable attorneys’ fees, consequential damages and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of VENDOR’S work under this Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the VENDOR or any entity or individual for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of VENDOR. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the VENDOR contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the VENDOR under any workers’ compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract and shall survive the completion of the work performed under or the termination of the Contract.

The VENDOR’S assumption of liability is independent from, and not limited in any manner by the VENDOR’S insurance coverage obtained pursuant to the terms of this Contract.

AUTHORIZED SIGNATURE: