

**FORMAL BID COVER SHEET**

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**TO:** Albert C. Hill, Jr.,  
Purchasing Department  
Salem City Hall Annex,  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970

- I. The Undersigned submits this bid for providing contracted services necessary to meet the specifications contained herein for **“CONSTRUCTION OF A PARK AND HARBORWALK AT 15 PEABODY STREET”** and declares that it is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal, and agrees to furnish the Contracted Services in strict accordance with the specifications which consist of this bid form and all attached documents and instructions.
  
- 2. The Chief Procurement Officer, acting as the Awarding Authority for the City of Salem reserves the right to reject any or all bids, or any part of any bid, and/or to waive any minor informalities which in the opinion of the Awarding Authority is in the best interest of the City of Salem.
  
- 3. Bidder has checked bid carefully and will be held to his/her bid.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**TITLE OF BIDDER:** \_\_\_\_\_

**TELEPHONE NO. WITH AREA CODE:** (        ) \_\_\_\_\_

**Please check one of the following:**

( ) Corporation, incorporated under the State of \_\_\_\_\_

( ) Partnership, names of partners are: \_\_\_\_\_  
\_\_\_\_\_

( ) Individual - name and address of Owner: \_\_\_\_\_  
\_\_\_\_\_

**GENERAL BID FORM**

To The Awarding Authority:

- 1. The Undersigned proposes to furnish all labor and materials required for the Construction of a Park and Harborwalk at 15 Peabody Street in accordance with the Contract Documents prepared by the Salem Purchasing Department for the Contract Price specified below, subject to additions and deductions according to the terms of the contract.

The undersigned hereby declares to have carefully examined the annexed form of Contract, Specifications, and Drawings therein referred to and also the sites upon which the projected work is to be performed. Also, included in the Bid Form is a table requiring information on the Bidder's qualifications.

- 2. The undersigned acknowledges receipt of addenda numbered \_\_\_\_\_.  
(If none, write "NONE")

- 3. **The Proposed Contract Price is:** \$\_\_\_\_\_

\_\_\_\_\_dollars

(insert words and numbers. In cases of conflict between words and numbers, words shall control)

Alternate Add 1, Play Equipment( Including all play equipment, mounting hardware and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 2, Game tables (4, 1 ADA) 5 Total) (Including all table assemblies, mounting hardware and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 3, Solar Trash Cans (2) (Including trash receptacles, mounting hardware and labor for installtion) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 4, Benches (8) (Including benches, mounting hardware and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 5, Yew hedge at fence (Including planting bed prep, planting soil, plant materials and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 6, Landscaping at Harborwalk (Including planting bed prep, planting soil, all plant materials and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 7, Drinking fountain (Including drinking fountain, mounting hardware and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 8, Canopy structure (Including steel structure, concrete footings, excavation for footing, compacted aggregate base, sub-grade compaction, plastic roofing material, hardware for assembly, labor for assembly and repairs as needed to stone dust walkway)

\$\_\_\_\_\_

\_\_\_\_\_dollars

Alternate Add 9, Bike racks (2) (Including bike racks, mounting hardware and labor for installation) \$\_\_\_\_\_

\_\_\_\_\_dollars

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

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

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

**In conjunction with the words and figures submitted above for the requisite bid items, and as an integral part of said bid submission, the Undersigned certifies that:**

The undersigned also hereby declares to be the only person interested in this Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by the Owner is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom; and it is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this Proposal is made in good faith, without collusion or connection with any other person bidding for the same work; and that this Proposal is made with distinct reference and relation to the Bid Documents prepared for this case, and herein mentioned.

If a notice of award and at least four (4) unsigned copies of the Contract (and all other applicable Contract Documents) is delivered to the Undersigned within ninety (90) days, not including Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, he/she shall execute and return all copies of the Contract (and all other applicable Contract Documents) to the City. The premiums for all bonds required shall be paid by the Contractor and shall be included in the contract price.

Accompanying this Proposal is a bid deposit in the amount of 5% of the value of the Base Bid which shall become the property of the City of Salem (Owner) if, in case this Proposal shall be accepted by the said Owner, the undersigned shall fail to comply with the statutes as herein before specified, if it is a foreign corporation, or in any event fails to execute the Contract with, and give a bond to, said Owner, according to the requirements of the Notice to Contractor in the form annexed to said form of Contract, within the time hereinafter specified.

The Undersigned hereby agrees that the contract term shall not extend beyond May 31, 2009, unless an extension is provided, and to fully complete the work in accordance with the Contract as stipulated. The undersigned further agrees to pay the City, as liquidated damages, One Thousand Dollars (\$1000.00) per calendar day that the Contractor fails to complete the work in accordance with the Contract Documents.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The above prices shall include all labor, materials, overhead, profit, insurance, and incidentals required to complete the Work.

The undersigned proposes to furnish all labor and materials in accordance with the Drawings and Specifications prepared by LANDWORKS STUDIO, INC. 112 SHAWMUT AVENUE SUITE 6B, BOSTON, MASSACHUSETTS 02118 for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

The Undersigned further certifies under the penalties of perjury that the said Undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions

of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Furthermore, pursuant to M.G.L., Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

The undersigned under penalties of perjury certifies that this bid is in all respects true, accurate, bonafide, fair, and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture partnership, corporation, or other business or legal entity.

### **BID ITEMS**

- A. Bidder Agrees to perform all the work including all incidental labor, materials and equipment necessary for the satisfactory completion of the work and in full compliance with the contents and intent of the specifications and/or plans of the work, for the following prices listed below.
- B. All prices, except item totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and figures, the words shall govern. In the event of a discrepancy between the total of the items and the total stated, the total stated shall govern.

**Alteration may void the bid. All prices shall be typewritten or written by hand in ink.**

Signed this \_\_\_\_ day \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Signature of Individual or Corporate Name  
Corporate Name

(seal)

By: \_\_\_\_\_  
Partner or Corporate Officer (if applicable)

**BID ITEMS**  
**Park and Harborwalk at 15 Peabody Street**  
 15 Peabody Street, City of Salem  
 December, 2008

The undersigned proposed to furnish all labor and materials required for the construction of "A Park and Harborwalk at 15 Peabody Street" with the accompanying Drawings and Specifications, Notice to Bidders and other Contract Documents bound herewith as prepared by Landworks Studio, Inc., for the Contract price which follows

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	PRICE
01001-1	Lump Sum	Mobilization and Demobilization  _____ Per Lump Sum		
02100-1	Lump Sum	Demolition and Removal  _____ Per Lump Sum		
02150-1	177 Cubic Yards	Excavate Petroleum and Lead Impacted Soil  _____ Per Cubic Yard		
02150-2	265 Tons	Transport and Dispose of Petroleum and Lead Impacted Soil  _____ Per Cubic Yard		
02150-3	325 Cubic Yards	Excavate Urban Fill  _____ Per Cubic yard		

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	PRICE
02150-4	100 Cubic Tons	Transport and Dispose of Excess Urban Fill  _____ Per Cubic Ton		
02150-5	1000 Gallons	Excavation Dewatering and Disposal  _____ Per Gallon		
02200-1	Lump Sum	Site Preparation  _____ Per Lump Sum		
02231-1	114 Cubic Yards	Aggregate Base Course  _____ Per Cubic Yard		
02250-1	112 Linear Feet	Stone Seawall Repairs  _____ Per Linear Foot		
02250-2	75 Tons	Supplemental Stone  _____ Per Ton		
02300-1	Lump Sum	Earthwork  _____ Per Lump Sum		
02300-2	300 Cubic Yards	Common Borrow Fill  _____ Per Cubic yard		

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	PRICE
02300-3	10000 Square Feet	Geotextile Marker Layer  _____ Per Square Foot		
02495-1	2 Each	Harborwalk Steel Bench  _____ Per Each		
02495-2	2 Each	Harborwalk Trash Receptacle  _____ Per Each		
02495-3	1 Each	Interpretive Sign  _____ Per Each		
02512-1	1 Lump Sum	Water Distribution System (Including saw cutting existing bituminous pavement, trenching, 3/4" direct tap corporation stop to existing 12" water main, 3/4" curb stop with sidewalk box, 3/4" type K copper service pipe, and hose bib in flush mounted valve box)  _____ Per Lump Sum		
02730-1	1660 Square Feet	Stone Dust Paving on Asphalt Base (Including 2" compacted stone dust lift, 4" asphalt base course, 6" compacted aggregate base and sub-grade compaction)  _____ Per Square Foot		

ITEM NO.	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	PRICE
02730-2	1445 Square Feet	Stone Dust Paving on Aggregate Base (Including 2" compacted stone dust lift, 6" compacted aggregate base course, and sub-grade compaction)  _____ Per Square Foot		
02740-1	30 Square Feet	Bituminous Concrete Paving @ Water Service Trench (Including 2" type I-1 surface course, 3" type I-1 binder course, 8" dense graded crushed stone, compacted backfill, 1'-0" minimum sand bedding)  _____ Per Square Foot		
02780-1	826 Square Feet	Pre-Cast Concrete Unit Pavers on Asphalt Base (Including 12" square pavers, 2" sand setting bed, 4" asphalt base course, and sub-grade compaction)  _____ Per Square Foot		
02780-2	1187 Square Feet	Pre-Cast Concrete Unit Pavers on Aggregate Base (Including 12" square pavers, 2" sand setting bed, 6" aggregate base course, and sub-grade compaction)  _____ Per Square Foot		

02790-1	1023 Square Feet	Playground Surfacing on Asphalt Base (Including ½" granulated rubber wearing course, 3" granulated rubber base course, 4" asphalt base course, 6" compacted aggregate base course, and sub-grade compaction)  _____ Per Square Foot		
02800-1	2 Each	Trash Receptacle  _____ Per Each		
02820-1	67 Linear Feet	3' High Chain Link Fence (Including all black posts, rails, security grade chain link fabric 5/8" mesh, 1'-0" diameter cast in place concrete footings at each post, 6" compacted aggregate base course under footings, and sub-grade compaction at each footing)  _____ Per Linear Foot		
02820-2	152 Linear Feet	8' High Chain Link Fence (Including all black posts, rails, security grade chain link chain link fabric 5/8" mesh, 1'-0" diameter cast in place concrete footings at each post, 6" compacted aggregate base course under footings, and sub- grade compaction at each footing)  _____ Per Linear Foot		
02905-1	Lump Sum	Trees, Shrubs and Groundcover (Including Fine Grading, plant material, percolation tests, excavation for planting pits, planting soil, fertilizer, planting pit drainage, mulch, guying where required, and one-year warranty and maintenance.  _____ Per Lump Sum		

02920-1	Lump Sum	Lawns and Grasses (Including fine grading, grass seed, planting soil, fertilizer, mulch, and one-year warranty and maintenance)  _____ Per Lump Sum		
03200-1	Lump Sum	CIP Concrete Footings (Including CIP Concrete footings, aggregate base course, and compacted sub-grade for all footings associated with add alternates as shown in details for each)  _____ Per Lump Sum		
03200-2	265 Linear Feet	CIP Concrete Seat Walls (Including 1'-6" wide x varying height (1'-6" to 2'-6") cast-in-place concrete wall, #4 rebar at 12" O.C. each way, form liner, rubbing out joints, 1/4" radius on all visible horizontal edges, wood float finish on top surface, 1'-6" compacted aggregate base course, and sub-grade compaction)  _____ Per Linear Foot		
03200-3	54 Linear Feet	CIP Concrete Flush Band (Including 4" cast-in-place concrete slab with broom finish, expansion joints at seat walls, contraction joints as determined by landscape architect in field, 6" compacted aggregate base course, and sub-grade compaction)  _____ Per Linear Foot		
03400-1	61 Cubic Yards	Concrete Walkway – Landside  _____ Per Cubic Yard		

05520-1	250 Linear Feet	Thermoplastic PVC Railing  _____ Per Linear Foot		
06500-1	156 Linear Feet	Plastic Landscape Edging  _____ Per Linear Foot		
10430-1	1 Lump Sum	Tile Installation (Including adhesive and labor to install (220) 9" sq. tiles on concrete seating wall)  _____ Per Lump Sum		
05500-5	125 Linear Feet	Fence @ Peabody Street  _____ Per Linear Foot		
06150-1	Lump Sum	Wood Bench  _____ Per Lump Sum		
06150-2	Lump Sum	Wood Panels @ Art Wall  _____ Per Lump Sum		
16000-1	Lump Sum	Harborwalk Electrical (Including all electrical work to install (3) FX 5 fixtures along Harborwalk)  _____ Per Lump Sum		
16000-2	Lump Sum	Park Electrical (Including all electrical work to install (4) FX 1, (4) FX2, (4) FX3, (4) FX4 fixtures in the Park)		

<p>TOTAL BID PRICE IN WORDS:</p> <p>(Also include this Bid Price in Paragraph 3B of the General Bid Form Above.)</p>	<p>TOTAL BID PRICE:</p> <p>\$</p>
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- D. The undersigned agrees that, if he/she is selected as Contractor, he/she will within 10 calendar days, after presentation thereof by the Owner, execute the Contract in accordance with the terms of this bid and furnish a performance bond and a payment bond for the full amount of the Contract Price, each with a Surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner, the premiums for which are to be paid by the Contractor and are included in the Contract Price.
  
- E. The bidder hereby certifies that in the event he/she is awarded the Contract he/she shall comply with the minority manpower ratio and all specific action steps contained in the State of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Programs.
  
- F. The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this work.
  
- G. The undersigned further certifies under 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 subsection, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
  
- H. I hereby certify that I have been informed that this project is sales tax exempt. I further certify that the bid prices contained herein do not include any calculations for sales tax.

Date: \_\_\_\_\_  
(Name of General Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name as Signed Above)

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

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

Note: If the bidder is a corporation, indicate State of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Incorporated in what State: \_\_\_\_\_

President: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Secretary: \_\_\_\_\_

If a Partnership: (Name all Partners)

Name of Partner: \_\_\_\_\_  
Residence: \_\_\_\_\_  
Name of Partner: \_\_\_\_\_  
Residence: \_\_\_\_\_

If an Individual:

Name: \_\_\_\_\_  
Residence: \_\_\_\_\_

If an Individual doing business under a firm name:

Name of Firm: \_\_\_\_\_  
Name of Individual: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Residence: \_\_\_\_\_

The bidder will give below the name and address of the Surety Company who will sign the bonds.

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

**GENERAL BIDDER QUALIFICATIONS FORM**

The undersigned certifies the following:

There is enclosed herewith a properly executed bid bond, cash, or a certified check or cashier's check, made payable without condition, to the order of the City in the amount required, and a duly executed consent of surety from an approved surety company agreeing to furnish the required performance and payment bonds upon the award of the contract.

The cash, check, or bid bond is as stipulated in the Instructions to Bidders and it is understood and agreed that such bid security is subject to the terms and conditions of the Contract Documents. The bid bond is executed by a surety licensed to conduct business in the Commonwealth of Massachusetts having a local agent as follows:

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The undersigned hereby agrees to each and every stipulation in the Contract Documents pertaining to the submission of bids and further, if awarded the Contract, agrees to execute and secure the required contract and Contract Documents within five (5) days after the notice of award.

**THE CITY MAY DISQUALIFY ANY BIDDER WHO DOES NOT SUPPLY SATISFACTORY RESPONSES TO THE FOLLOWING:**

How many years has the bidder been in business as a General Contractor under the name in which its representatives propose to execute this Contract?

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The undersigned states that the full names and addresses of all persons interested in this bid as principals are as follows:

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The bidder shall state on the line below, if a corporation, the name of the State in which it is incorporated and the date of such incorporation:

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If a partnership or corporation, give the name of all partners or all officers of the corporation with the address of each:

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**GENERAL EXPERIENCE:** Bidder has performed the following similar work: (give location, date, type of work, size or cost, and reference to name and address of client).

<u>Location</u>	<u>Date</u>	<u>Type of Work</u>	<u>Size/Cost</u>
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1.


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

Was the bidder the general contractor or sub-contractor? \_\_\_\_\_

2.


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

Was the bidder the general contractor or sub-contractor? \_\_\_\_\_

3.


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

Was the bidder the general contractor or sub-contractor? \_\_\_\_\_

4.

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

Was the bidder the general contractor or sub-contractor? \_\_\_\_\_

Has the Contractor ever failed to complete any work awarded to it? If so, state when, where, and why:

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State any additional related business experience:

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**MARINE CONSTRUCTION EXPERIENCE:**

1. Is marine construction a customary part of the General Contractor's business?

Circle:           **YES**                           **NO**

2. If yes, provide the name of the construction supervisor and describe the supervisor's experience in marine construction.

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3. If no, what is the primary trade of the sub-contractor who will complete the marine work?

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4. In the marine work will be completed by a subcontractor, list the number of years have the general contractor and subcontractor worked together.

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**FINANCIAL RESOURCES:** Information relative to the bidder's financial resources will be supplied by the following upon request (Give name, business address, and telephone number):

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The bidder may be requested to amplify the foregoing statements as necessary to satisfy the City that the bidder is able to perform the work on an emergency basis in accordance with the Contract Documents.

Bidder agrees to submit upon request, audited financial statements which describe its financial position for the past three (3) years, including without limitation, a balance sheet and income statement.

Bidders are encouraged to supply complete information in direct response to the preceding questions. Any attachments should be keyed by number to the question to which they respond. The City will appreciate bidders' efforts to supply succinct responses to avoid redundant material. Pre-printed brochures or other promotional materials should be avoided entirely in favor of specifically targeted, straightforward, factually detailed responses.

The City of Salem will disqualify any bidder who provides false information in response to the questions above.

Signed this \_\_\_\_ day \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By: \_\_\_\_\_  
Partner or Corporate Officer  
(if applicable)

(seal)

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated:

\_\_\_\_\_  
Name of Company or Corporation

\_\_\_\_\_  
Authorized Official's Signature

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**ATTESTATION STATEMENT**

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

State tax paid to \_\_\_\_\_ using Federal ID or Social Security

Number \_\_\_\_\_.

Dated:

\_\_\_\_\_  
Company of Corporation

\_\_\_\_\_  
Authorized Official's Signature

**STATEMENT OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
held on \_\_\_\_\_ at which time all voted that  
\_\_\_\_\_ be and hereby is authorized to execute contracts and bonds  
in the name and behalf of said Company, and affix its Corporate seal thereto, and such execution of  
any contract of obligation in this Company's name on its behalf by such person  
\_\_\_\_\_ under seal of the Company, shall be valid and binding upon  
this Company.

A TRUE COPY,  
ATTEST: \_\_\_\_\_

PLACE OF BUSINESS:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

DATE OF THIS CONTRACT:  
  
\_\_\_\_\_

I hereby certify that I am Clerk of \_\_\_\_\_ and that  
\_\_\_\_\_ is duly elected \_\_\_\_\_  
of said Company, and that the above vote has not been amended or rescinded and remains in full  
force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk's Signature)

(CORPORATE SEAL)

CONTRACT NO. \_\_\_\_\_

**Chapter 306 of the Acts of 2004**  
**An Act Relative to the Health and Safety on Construction Projects**

**GENERAL CONTRACTOR'S OSHA CERTIFICATION**

\_\_\_\_\_ (Name of General Bidder) hereby certifies that it, and all its subcontractors who are not filed subbidders shall:

certify 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 a least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Signed under the penalties of perjury. \_\_\_\_\_(date)

\_\_\_\_\_  
Signature of authorized representative of contractor

\_\_\_\_\_  
Print name of authorized representative of contractor

## CERTIFICATION OF NON SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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

Date: \_\_\_\_\_, 20 \_\_\_\_\_

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

Title  
\_\_\_\_\_

\_\_\_\_\_  
Company Address