

# City of Salem

2017-2018

Snow Plowing, Salting &  
Sanding Application

CITY OF SALEM  
LEGAL NOTICE

**2017-18 Snow Plowing, Salting and Sanding**

Interested contractors may now obtain instructions, specifications, and other necessary forms at the office of the City Purchasing Agent, 93 Washington St, 2<sup>nd</sup> Floor, Salem, MA. Awards will be made by the Purchasing Agent, subject to Mayoral approval. The City of Salem reserves the right to waive informalities in the quoting procedure, or reject any or all bids, if deemed in the City's best interest. The Vendor must obtain Certificate of Liability Insurance.

Office Hours:

Mon., Tues., Wed., 8:00 AM – 4:00 PM

Thurs. 8:00 AM – 7:00 PM

Fri 8:00 AM- 12:00 PM

Yeimi A Colon

Acting Purchasing Agent

Wednesday, September 20<sup>th</sup>, 2017

City of Salem, MA  
Purchasing Department

# Snow Plowing, Salting and Sanding

## COVER SHEET

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

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

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

City, State, Zip: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

Please read the attached instruction carefully and include all necessary information.

The City reserves the right to reject any and all bids if it is deemed to be in the best interest of the City.

Please submit your completed bid package to:

Office of the Purchasing Agent  
93 Washington Street, 2<sup>nd</sup> Floor  
Salem, MA 01970



## FY 2018 Snow Plow Packet Checklist

- ☐ Cover Letter
- ☐ Certificate of Insurance
- ☐ W-9
- ☐ Equipment Form
- ☐ Certifications

# **SPECIFICATIONS FOR PLOWING SALTING AND SANDING**

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## **A. General**

1. Contractor shall furnish driver/operator and vehicle with sanders, plows or spreaders.
2. Contractor shall commence and terminate operation only upon the order of the Director of Public Services ("Director") or his designee.

## **B. Billing and Rates**

1. Contractor's billing must agree with the starting and finishing times recorded by the Salem Department of Public Services.
2. Time shall be computed to the nearest quarter hour.
3. Drivers shall be allowed one fifteen minute break during each four hour work period.
4. The first break may be taken after the third hour.
5. Drivers must notify the Supervisor of the break.
6. Compensatory time is not allowed for standby, breakdown, or meals.
7. No additional allowance will be made for the transportation, or mobilization of equipment.
8. All quotes rates shall remain in effect during the period of November 1, 2015 through May 1, 2016.
9. The City will not increase rates during the season for fuel adjustments.
10. No premium rates will be accepted for nights, weekends, and holidays.
11. Invoices shall be submitted, within forty eight hours of the end of the storm, to:  
John Tomasz , Director  
Department of Public Services  
5 Jefferson Avenue

## **C. Indemnity and Insurance**

1. The Contractor shall indemnify and save harmless the City of Salem, the City's agent and employees, from and against all losses and all claims, and demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of said Contractor, his agents, or employees, in the execution of the work or in guarding the same.
2. **Insurance Coverage:**

**General** - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

### **Vendor's Comprehensive General Public Liability and Property Damage Liability**

**Insurance** - The Vendor shall carry Comprehensive General Liability Insurance providing for

a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**Comprehensive Automotive and Property Damage Insurance** - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages to or destruction of property.

The Certificate of Liability must be endorsed with the City of Salem added as additional insured and noted for Plowing for a Municipality.

**D. Work**

1. Contractor must be available any hour of the day, seven days per week, including holidays.
2. Equipment and operators will be assigned districts at the discretion of the Director.
3. Contractor shall arrive at his designated route within thirty minutes.
4. The City will guarantee each selected Contractor a minimum of four hours, upon registering at the DPW Garage, after being called in.
5. Plowing shall be done as close to bare pavement as possible and to the maximum width, curb to curb, unless otherwise specified by the Supervisor and approved by the Director or his designee.
6. Sanding or salting Contractors shall add calcium chloride provided by the City, to each load of sand or salt as instructed by the Director.
7. If the Director determines that the Contractor is not performing as required, the City shall have the right to terminate the contracted service immediately upon verbal notice followed by written notice from the Director.
8. Contractors will be assigned a City cellphone in order to facilitate communications between the D.P.S. and the Contractor.

**E. Equipment**

1. All equipment must be inspected prior to award of a contract by the Director or his representative at the Public Works Garage, 5 Jefferson Avenue, Salem, MA 01970.
2. All equipment must be identified on the quote sheet.
3. Equipment in poor condition, or otherwise judged to be inadequate, will be disallowed and must be replaced by the Contractor.
4. In the event of a breakdown, the Contractor shall immediately notify the D.P.S. dispatcher, or

in the case of a school route, the School's director.

5. Vehicles that are broken down for more than thirty minutes per storm, will removed from the clock for all time not worked.
6. Small trucks for plowing shall be a minimum of  $\frac{3}{4}$  ton with four wheel drive and a minimum blade length of 7  $\frac{1}{2}$  feet.
7. Six wheel, or larger, dump trucks for plowing shall be equipped with a minimum 5 cubic yard body and shall be powered by an engine which at minimum is equivalent to an F-700.
8. Payloaders for plowing and snow removal shall be equipped with a minimum 3 cubic yard bucket.
9. Vehicles for sanding/salting shall have a minimum 7 cubic yard spreader.

## ATTACHMENT A-RATES

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2017-2018 Season

Equipment	Rate/Hour
4 x 4 SRW 7-10,000 GVW – Up to F-350	\$90.00
DRW DUMP 10-20,000 GVW	\$90.00
6 Wheel Dump 20-30,000 GVW	\$145.00
6 Wheel Dump 30-40,000 GVW	\$145.00
10 Wheel Truck/Sander with Plow	\$175.00
3-5 Yard Loader (6 hr. minimum)	\$175.00
Skid Steer Loader/Bobcat or Similar Type	\$95.00
8 ft. Snow Blower (6 hr. minimum)	\$160.00
Loader with Detachable Snow Blower (Minimum 100” width)	\$350.00
Dingo Type Sidewalk Tractor	\$125.00
Cat Skid Steer or Bobcat with Plow	\$125.00
Backhoe with Plow	\$175.00
Trackless w/Plow or Snow Blower	\$160.00

\*Rates include driver.

\*\*Guaranteed four-hour minimum.



## 2017-2018 SEASON

Equipment Form

#	Vehicle Year	Make	Model	GVW	Vehicle I.D.	Mileage	Gas/Diesel	Plow Capacity (cu. yds.)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

Contact Name: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cellphone: \_\_\_\_\_  
  
Authorized Signature \_\_\_\_\_

For office use only:

Inspection Complete:

\_\_\_\_\_  
Date

x \_\_\_\_\_  
Steve Tassinari

# REQUIRED CERTIFICATIONS

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## 1. 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.

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## 2. TAX COMPLIANCE:

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

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## 3. CORPORATE BIDDER (*if applicable*):

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder (if different than name))

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

#### Employer identification number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# City of Salem

## Purchasing Department

1. THIS AGREEMENT made and concluded this \*\* day of October in the year Two Thousand Seventeen by and between \*\*\*; hereinafter referred to as the (Contractor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Acting Purchasing Agent, Yeimi Colon and its Director of Public Services, David Knowlton, thereto duly authorized, hereinafter referred to as the (City).

2. WITNESSETH, that the said Contractor has agreed and by these presents does agree, for the consideration hereinafter contained in Attachment A, which is incorporated by reference and made part of the Agreement, to provide services for snow plowing per conditions, requirements and specifications.

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for Snow Plowing Services furnished under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of any Snow Plowing Services furnished under this contract, or any alteration thereof.

3. **Performance Period: November 1, 2017 – May 1, 2018.**

4. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.

5. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.

6. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with the specifications contained in solicitation T-15, now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which Snow Removal Services is hereby made a part of this contract by reference.

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor in accordance with the rate schedule described in Attachment A. Payments for services to be made within Thirty (30) days from receipt of a reasonably detailed invoice.

8. **INSURANCE COVERAGE:**

**General** - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

**Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance** - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than One Hundred Thousand (\$100,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than Three Hundred Dollars (\$300,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than Three Hundred Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**Comprehensive Automotive and Property Damage Insurance** - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Three Hundred Dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages to or destruction of property.



The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

9. This Agreement may be terminated upon Thirty-(30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.
10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
11. IN WITNESS WHEREOF the said; \*\*\*\*\*;Ni Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its Director of Public Services.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

\*\*\*\*\*

**CITY OF SALEM**

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

**By:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Kimberley Driscoll,  
Mayor**

\_\_\_\_\_  
**Authorized Officer (print name)**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Dave Knowlton,  
Director, Department of Public Services**

\_\_\_\_\_  
**Purchasing Agent**

**Approved as to form:**

\_\_\_\_\_  
**Elizabeth Rennard, Esq.,  
City Solicitor**