

**NOTICE FOR BIDS
STREET SWEEPING SERVICES**

Town of Woodbridge

Bid # 2009-07

Bid Opening Date: February 27, 2009

Bid Opening Time: 1:00 p.m.

Bid Opening Location: Woodbridge Town Hall
11 Meetinghouse Lane
Woodbridge, CT 06525

Bid forms and specifications may be obtained on our website at **woodbridgect.org** or from the Town of Woodbridge Finance Department.

Return all sealed bids to the Finance Department no later than **February 27, 2009 at 1:00 p.m.** **Bids submitted after this date and time will not be accepted.**

The First Selectman or her/his designee(s) may reject any and all bids if in her/his opinion; it is in the best interest of the Town to do so. Minority/women-owned businesses are encouraged to submit a bid.

INSTRUCTIONS TO BIDDERS

All bidders shall observe the following instructions and specifications:

1. PROPOSAL COMPLIANCE

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Bids must be signed by the authorized representative/officer/agent of the bidder.

The Town of Woodbridge shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

2. BID RETURN ENVELOPE

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "BID DOCUMENTS". Please clearly mark your envelope with the bid title and opening date to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above. The town will not be held responsible for those bids lost in the mail.

3. BID PROPOSAL/PRICE

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words or figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, Connecticut unless otherwise indicated. Bidders may quote on any, some or all items.

Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened.

The Town of Woodbridge is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for ninety (90) days after the bid opening.

5. RIGHT OF REJECTION

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. The Board of Selectmen or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, it is in the best interest of the Town to do so, for whatever reason.

6. METHOD OF AWARD—FACTORS

- A. Where more than one item is bid, the Town reserves the right to split the bid award individually or grouped if it in the Town’s best interest to purchase various vehicles or pieces of equipment bid based on the separate or grouped prices bid on the specific item(s).
- B. The delivery date may be a major factor considered in awarding a contract and may result in an award to a vendor other than the low bidder.
- C. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

7. FAMILIARITY WITH LAWS, SITE CONDITIONS, AND DOCUMENTS

Each bidder is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

The submission of a bid shall be construed as an assurance that the bidder has examined all the conditions of the bid documents and specifications, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

8. QUALIFICATIONS OF BIDDER

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

9. ERRORS, INTERPRETATIONS, AND ADDENDA

Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Town Finance Director, who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any bidder and no oral statement of the Town or any agent or representative of the Town shall be effective to modify any of the provisions of the contract documents. The Town of Woodbridge shall have the right to request clarifications of bids submitted and hold public hearings for the consideration of the merits of any or all bidders.

10. SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING

Should brand name items appear in these specifications, before bidding on any item considered equal to or better than a named item, the bidder shall obtain written approval from the Finance Director for the substitution. The bidder shall not subcontract the work under this project without the written approval of the Finance Director.

11. GUARANTEE

All vehicles, equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship and shall be in accordance with specifications and adequate for its intended use. Where it is required for the vendor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, the same shall be done as required by the vendor until such time as acceptable performance, operation or appearance has been established. Problems that may occur shall be corrected consistent with the guarantee. The vendor shall attend to and remedy such items in a reasonable and timely manner. Appropriate logs, schedules, and reports shall be maintained by the vendor to document these items and the action taken. Warranty information, catalogues of parts, and/or instructions of use shall be provided with the bid form when appropriate; otherwise, the same shall be provided upon delivery. All warranties shall be assignable to any customer of the Town of Woodbridge or agent thereof intended to benefit from such services. These warranties shall be in addition to any remedies provided by applicable law. Bidder warrants that all goods and services furnished hereunder shall be designed, constructed and performed so as to comply with the

Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of performance will apply to the goods and services furnished hereunder.

12. HAZARDOUS WASTE

In the event that the vehicle, equipment, or materials that are the subject of this bid involves the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the bidder's insurance policy must provide Environmental Impairment Liability. The bidder warrants that it understands the currently known and suspected hazards to persons, property and the environment by the transport, treatment, and disposal of hazardous waste. The bidder warrants that it will perform all services hereunder in a safe, efficient and lawful manner using industry-accepted practices and in full compliance with all applicable Connecticut and federal laws and regulations.

13. INDEMNIFICATION

The bidder shall at all times indemnify and hold harmless the Town of Woodbridge and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Woodbridge or (b) the bidder, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the bidder or his subcontractor or material men or by reasons of his or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this bid. The existence of insurance shall in no way limit the scope of this indemnification. The bidder shall reimburse the Town of Woodbridge for damage to property of the Town of Woodbridge caused by the bidder, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them. Bidder agrees that he will indemnify and hold the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Bidder further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

14. QUANTITIES

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The estimates listed can be considered average purchases per year. The Town reserves the right to increase or decrease the quantity of each bid item at the same bid price stated on the bid form.

15. EVIDENCE OF ORDER

If notified of the acceptance of this proposal, the bidder agrees to submit evidence of having ordered the vehicle, equipment and/or material within five (5) days of the "NOTICE TO PROCEED".

16. RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the bidder or any of his subcontractors, the Town may serve written notice upon the contractor of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract and the contract shall cease and terminate within five (5) days, unless within five (5) days after the delivery of such notice upon the bidder, such violation or delay shall cease and mutually acceptable arrangements for correction are made. In the event of any such termination, the Town shall deliver notice of such termination to bidder.

The Town of Woodbridge reserves the right to cancel outstanding orders awarded against this bid after reasonable time for delivery has passed. In addition, in the event of any such cancellation, the Town of Woodbridge shall have the right to contract with the next most qualified bidder hereunder, as determined by the Town of Woodbridge, if it deems it in the best interest of the Town of Woodbridge. Notwithstanding the foregoing, the Town shall not be held to a basis of the lowest prices for which the completion of the work or the supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting bidder and the defaulting bidder shall be liable for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Town of Woodbridge incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost of the next most qualified bid or performing under the contract and attorneys' fees), the bidder as to whom or which the contract shall have been terminated or cancelled shall be liable to the Town of Woodbridge for such loss, cost, or expense.

17. DELIVERY

Delivery of items or commencement of project shall be within thirty (30) days of purchase order issuance or specified date scheduled in this document. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

18. RISK OF LOSS

Bidders agree to bear the risk of loss, injury, or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

19. PAYMENT

Invoices shall be furnished to the Woodbridge Finance Director for verification and approval of the amount due the successful bidder. Final payment shall not be made until final acceptance by the Town of Woodbridge of all vehicles, equipment, materials or services. Payment shall be made within 30 days after approval and acceptance. Terms and conditions other than those stated above must be stated on bid. If a successful bidder is in default hereunder and/or the Town of Woodbridge is of the opinion that a meritorious claim exists or will exist against such bidder of the Town arising out of the negligence of such bidder, then the Town may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to such bidder, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town and no person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Town and no interest shall be payable by the Town on any amounts withheld under this provision.

20. EQUAL OPPORTUNITY—AFFIRMATIVE ACTION

Each bidder with ten (10) or more employees shall complete the Certificate of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability.

21. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of Connecticut and any action at law in connection herewith shall be brought in Connecticut state courts.

22. REQUIRED PROVISIONS

Each and every provision and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this agreement shall forthwith be physically amended to make such insertion.

23. GENERAL

A successful bidder may be required to furnish a performance bond accepted to Town Counsel.

Any unit furnished because of this bid is to be a new and unused model currently in production. Accessories necessary for its proper functioning on delivery are assumed to be included in the quote even though not necessarily mentioned in the specifications. All assemblies, sub-assemblies, and component parts for all units specified are to be standard and interchangeable except where noted.

The award of any contract hereunder is subject to the following conditions and contingencies:

- a) The approval of such governmental agencies as may be required by law;
- b) The appropriation of adequate funds by the proper agencies or governmental bodies;
- c) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the state of Connecticut that is on file with the Connecticut Secretary of the State or it must be organized and in good standing under the laws of the State of Connecticut.

24. CONFLICTING PROVISIONS

If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Town of Woodbridge reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

25. INSURANCE REQUIREMENTS

The contractor agrees to carry and provide evidence of insurance coverage listed below. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least a B+ rating by Best & Company. All policies will provide a thirty- (30) day notice of cancellation to the Town of Woodbridge.

- 1. Workers Compensation:
 - Coverage A: Statutory
 - Coverage B:
 - Employers Liability:
 - Bodily injury by accident \$100,000 per person
 - Bodily injury by disease \$100,000 per person
 - Bodily injury by disease \$500,000 aggregate

All states and voluntary compensation endorsements

- 2. Comprehensive General Liability
 - Limits of liability
 - Bodily injury
 - \$1,000,000 each occurrence
 - \$5,000,000 aggregate
 - Property Damage
 - \$1,000,000 each occurrence
 - \$5,000,000 aggregate

Coverage:

Premises/independent contractors/contractual/completed operations.

Contractual liability will be broad form.

Comprehensive broad form liability endorsement including broad form property damage liability.

Town of Woodbridge to be named as additionally named insured.

Certificates of insurance will be presented to the Public Works office for approval before the contractor, his agents, or employees commencing any work whatsoever pursuant to the contract.

26. GENERAL SPECIFICATIONS

The following specifications are intended as minimum requirements. Any variation from these specifications must be clearly noted on the bid proposal or another sheet. The undersigned proposes to furnish all labor, materials, and equipment, and to perform all work required, in accordance with specifications dated February 10, 2009 for a one- (1) year period.

- Sweep up winter sand and other debris on approximately seventy-seven (79) road miles (158 curb miles) of Woodbridge Local Roads.
- Successful bidder must start work on **April 1, 2009** and continue until sweeping is completed, weather permitting.
- Contractor must be able to provide at least one high dump sweeper with a minimum four- (4) cubic yard capacity. The ability to provide more than one high dump sweeper is preferable to the Town of Woodbridge.
- Material to be swept is winter sand and related debris including but not limited to: sand, leaves, litter, twigs, etc. The operator of the sweeper may be required to exit the sweeper to remove large roadside debris or spread out heavy leaf accumulation to allow the equipment to perform effectively. Multiple passes, at no additional cost to the Town of Woodbridge may be required to clean the roads to acceptable standards.
- Each road shall be swept from gutter line to gutter line and shall be swept to acceptable standards of the Public Works Operations Manager of the Town of Woodbridge or any of his designees.
- Contractor will be required to clean all intersections and cul-de-sacs associated with the roads that are assigned to the contractor for sweeping.
- It is the responsibility of the successful bidder to ensure that every piece of equipment used in the Town of Woodbridge is certified by the South Central Regional Water Authority for backflow prevention. The successful bidder shall obtain a hydrant use permit from the Town of Woodbridge Fire Chief/Department, which are available through the Town's Building Department. Proof of certification must be made at least 10 business days before the actual start of work within the Town.
- Any fees associated with the certification process by the Regional Water Authority or for water hydrant use shall be at the expense of the contractor.
- Bidder must indicate on the bid form the number, size and type of equipment that will be used.
- The Town will provide one (1) dump truck, one (1) water truck, and accompanying drivers.
- A certificate of insurance, naming the Town of Woodbridge as an additional insured, shall be provided before any work begins.
- Price quoted shall be on a per road mile basis. Payment will be calculated by multiplying the number of miles of roads cleaned by the contractor, times the charge per mile.

- Bidder must provide the name, address, and telephone number of at least three (3) municipal references. This must be provided on a separate sheet and attached to the enclosed bid form. Failure to add this information will cause the bid to be considered an incomplete bid.
- Contractor shall be ready to begin sweeping services at 7:45 am each business day (Monday – Friday).
- The contractor shall be required to work every business day (Monday – Friday), unless agreed to, in writing, with the Operations Manager and/or Foreman.
- Twenty four (24) hours notice must be given to the Public Works Operations Manager and/or Public Works Foreman if sweeping services will not be provided on any given work day.
- A daily work ticket shall be provided and signed by the contractor/driver and a Town of Woodbridge employee to substantiate service provided.

BID FORM Bid #: 2009-07
BID OPENING DATE: February 27, 2009 (1:00 p.m.)
STREET SWEEPING SERVICES
FOR A ONE (1) YEAR PERIOD

The undersigned proposes to furnish all labor, materials, and equipment, and to perform all work required, in accordance with specifications dated February 10, 2009 for a one- (1) year period.

Sweep up winter sand and other debris on approximately seventy-seven (79) road miles (158 curb miles) of Woodbridge local roads.

Per mile charge \$ _____
(Numerical) **(Written)**

Equipment to be used:

<u>Type of Sweepers</u>	<u>Capacities</u>

Exceptions: All bidders must list on a separate sheet any and all exceptions to the attached specification.

This bid is to include all costs for all work, labor, and/or material(s) as defined in this bid specification. We the undersigned are willing to offer a _____ percent discount on any invoice paid within _____ days of receipt by the Town of Woodbridge Finance Department as an incentive for prompt payment. Otherwise, payment terms are as stated herein. We the undersigned certify that attached to this bid form are all the required documentation including, but not limited to; references, non-collusion affidavit, W-9, and the Affirmative Action Program Certification.

Signature of Authorized Representative

Date

Name of Representative (print or type)

Name of Company

Company Address

City

State

Zip Code

Telephone Number

Fax Number

Certification of Bidder

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we complies with the equal opportunity clause as set forth in the Connecticut state law.
- 2 I/we do not maintain segregated facilities;
- 3. I/we have filed all required employer's information reports;
- 4. I/we list job openings with federal and state employment services;
- 5. I/we are in compliance with the American with Disabilities Act;
- 6. I/we (check one):
 Have an affirmative action program, or
 Employ ten or fewer people

Bidder-Company Name

Name

Title

Signature

Date

**TOWN OF WOODBRIDGE, CONNECTICUT
GENERAL CONDITIONS & BID SPECIFICATONS**

REFERENCE SHEET LISTING

Please provide a minimum of three (3) municipal references including community, contact person and telephone number.

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting on behalf of
(Name of Party Signing Affidavit)

_____ of which I

(person, firm, association, corporation, or organization

am _____, submitting a bid/request for proposal for the above project, certify
(Title of Person)

and affirm the following:

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying

**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 reported on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding	
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 Line 1 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.

Social security number								
OR								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 ▶
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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.

U.S. person. 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, 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 recipient 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 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

NON COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting in behalf of

(Name of Party Signing Affidavit)

(person, firm, association, corporation, or organization)

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm that
(Title of Person)

the _____ has neither directly or indirectly entered into any agreements,
(person, firm, association, corporation, or organization)

participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying