

# Solicitation for: Request for Proposals (RFP 18-08) Ten (10) Year Lease of the O'Brien Ice Rink Facility City of Woburn, Massachusetts

Posted: February 8, 2018

Due: March 13, 2018

Questions by: March 1, 2018 @ 12:00 NOON

Pre-Bid Site Tour: February 27, 2018 @ 10:30 A.M

To: [odeluca@cityofwoburn.com](mailto:odeluca@cityofwoburn.com)

Deliver to:  
City of Woburn  
Purchasing Department  
ATTN: Orazio DeLuca  
Chief Procurement Officer  
10 Common Street  
Woburn, MA 01801



# CITY OF WOBURN

## REQUEST FOR PROPOSALS

### LEASE OF NED O'BRIEN ICE RINK

55 Locust Street

Woburn, Massachusetts 01801

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The City of Woburn, through its Mayor ("City"), is seeking proposals for the lease of the Ned O'Brien Ice Rink located at 55 Locust Street, Woburn. The purpose of this RFP is to select a qualified, non-profit Proposer, with experience in operating and managing ice skating rinks.

Copies of the Request for Proposals (RFP) may be obtained during normal business hours after **Thursday, February 8, 2018** in the Office of the Purchasing Agent, Orazio DeLuca, City Hall, 10 Common Street, Woburn, MA 01801. [odeluca@cityofwoburn.com](mailto:odeluca@cityofwoburn.com) or online at [www.cityofwoburn.com/departments/purchasing/bids](http://www.cityofwoburn.com/departments/purchasing/bids)

Proposals, in a format described herein, will be due in the Purchasing Agent's office at the City Hall not later than **March 13, 2018 @ 12:00 NOON**. No proposal will be considered which is received after that time for any reason.

The Pre-Bid Facility Tour is scheduled for: **Tuesday, February 27, 2018 @ 10:30 AM**, On-Site at the Ned O'Brien facility.

The City of Woburn reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

## I. SITE DESCRIPTION AND BACKGROUND

### **Location and Site Information:**

The property proposed for lease is the Ned O'Brien Ice Rink ("O'Brien Rink") located at 55 Locust Street and owned by the City of Woburn. The O'Brien Rink was constructed adjacent to the Joyce Middle School and consists of a one story structure. The leased premises will consist of the Ice Rink, all entranceways and the walkways in front of the ice rink lobby and the parking lot west of the facility (the "Leased Premises"). The lease shall be for a ten (10) year term.

## II. GENERAL LEASE TERMS

The City of Woburn assumes that all proponents have read and thoroughly understood all aspects of the information provided in this RFP and that each proposal will be based on this information. All other information that is in the possession of the City will be made available for the use of the selected Proposer as part of the detailed lease for this site.

The selected Lessee will enter into a lease agreement with the City for the operation and management of the O'Brien Rink for an initial term of ten (10) years. The City will not accept any proposal whose purpose is for any reason other than the operation and management of an ice

skating arena. The successful proponent agrees to occupy the Property at the end of the current lease term.

In addition, the Lease Agreement will require the following:

1. The proposed Lessee shall, at its own expense, maintain public liability and property damage insurance covering the leased premises, insuring the Lessee and the City against any and all loss or claims arising out of Lessee's use of the premises and all operations of the Lessee, wherever located, including the skating rink, parking areas and access ways, and all other facilities or areas used by the Lessee under the Lease Agreement, or from any act or omission of the Lessee, its agents, servants, employees, or permittees. The public liability insurance shall be appropriately endorsed for contractual liability under this paragraph, in an amount not less than \$1,000,000 per occurrence with a general aggregate limit of not less than \$2,000,000. The insurer shall be licensed to conduct business in the Commonwealth of Massachusetts. The City of Woburn shall be named as an additional insured on the policy and it shall also be stated on the Insurance Certificate that this coverage is primary to other coverage the City may possess. A Certificate of Insurance naming the City as an additional insured shall be delivered to the City within seven (7) business days of Notice of Award under the RFP. Performance under the Contract will not commence until a valid Certificate of Insurance evidencing the requirements of this provision has been delivered to the City.

2. No security deposit will be required.

3. All improvements made to the O'Brien Rink shall become part of the property and title thereto shall pass to the City of Woburn. This provision shall not apply to the personal property of the proposed Lessee that is not permanently affixed to the property. Improvements requiring a building permit must have the prior approval of the City through its Mayor.

4. The City shall not be obligated to make any improvements or repairs to the Leased Premises. Any improvements thereto shall be the responsibility of the Lessee subject to review and approval by the City through its Mayor. All improvements and alterations shall meet the construction and design standards of the State Building Code, all other applicable laws and the Americans with Disabilities Act.

5. The proposed Lessee will be responsible for all regular and routine maintenance of the O'Brien Rink, the parking areas (including snow plowing), accessways, drainage systems and utilities and will keep the building and all appurtenances in good repair and capital cost replacements. The proposed Lessee will be responsible for custodial maintenance of the O'Brien Rink.

6. The proposed Lessee shall provide and maintain an emergency generator at the O'Brien rink, which will be available for use in case of an emergency power failure twenty-four hours per day, seven days per week.

7. The proposed Lessee will be responsible for the payment of all utility costs, including water and sewer.

8. The proposed Lessee must provide reasonably priced public skating sessions year-round.

9. The Lessee shall agree to indemnify and hold harmless the City of Woburn against any and all claims, demands, actions, and causes of action resulting from the leasing and operation

of the Leased Premises, including all cost and attorney's fees arising from the negligent or intentional acts and/or omissions of the lessee, its agents, employees, and contractors.

10. The proposed Lessee must provide preferential access to the O'Brien Rink to the Woburn High School Boys and Girls Hockey Teams at reasonable times, and at a reasonably discounted price to accommodate practice schedule and game schedule.

11. The proposed Lessee shall be responsible for all advertising and public outreach activities.

12. The terms pursuant to which the concession stand is to be leased or sublet shall be subject to the approval of the Mayor.

### **III. MANDATORY LEASE TERM – CAPITAL IMPROVEMENTS**

The City of Woburn is in the process of seeking an appropriation of the sum of Seven Hundred Thousand Dollars (\$700,000) to pay the costs of the labor, materials and equipment required for the project known as Ned O'Brien Ice Rink Refrigeration Equipment & Mechanical Room Renovation (City of Woburn contract no. 2018-50) (the "Project"). The actual sum expended may be less. The Project is expected to result in energy efficiencies for the Leased Premises and significantly reduce operating costs. As a mandatory condition for the lease, the Lessee shall be required to pay, on an annual basis, the debt service associated with the borrowing for the Project.

### **IV. SUBMITTAL AND CONTENT OF PROPOSALS**

A. Instructions for Preparation and Submission of Proposals

**DUE DATE: March 13, 2018 before 12:00 p.m.**

#### **1. Instructions:**

##### **A. Format**

Two (2) copies of the proposal must be submitted on 8 ½ X 11 paper, copied 2 sided, and submitted in a loose-leaf 3 ring binder. Proposals must be contained in a marked sealed envelope or other sealed container labeled "Lease of Ned O'Brien Ice Rink – 55 Locust Street". The name and address of the Proposer must be set forth in the upper left hand corner of the envelope.

Proposals are to be delivered by the above due date and time to:

Orazio DeLuca, Purchasing Agent  
City Hall  
10 Common Street  
Woburn, MA 01801

Any proposal received after that time or any proposal that is received incomplete will not be accepted, and no exceptions will be made for any reason. The City will not be responsible for the complete or timely receipt of any proposal or portion thereof. No faxed or emailed proposals will be accepted.

## **B. Questions and Inquiries**

All questions about the meaning or intent of this RFP shall be directed by email only to Orazio DeLucas, Purchasing Agent at the above-listed address or to ODeluca@cityofwoburn.com. All questions are due by **March 1, 2018 by 12:00 NOON.**

Any information given in writing to a prospective Proposer will be furnished to all prospective Proposers as an amendment to this RFP if such information is deemed by the City to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information. Oral and other clarifications or interpretations will be without legal effect.

## **2. Proposal**

### **A. Cover Letter/Executive Summary**

A signed cover letter from the Proposer, introducing the submittal and identifying the Proposer's name, address, telephone number and those of all partners or consultants who have participated in the preparation of the proposal, and containing a statement agreeing to all terms and conditions outlined in this RFP, together with a statement identifying terms and conditions about which the proponent may wish to negotiate changes or modifications.

### **B. Proponent's Qualifications**

Proposers shall provide sufficient information so that the City may determine that they are qualified both financially and with experience and staffing to operate the ice skating rink and to meet the lease requirements. The nonprofit submitting the proposal, as a minimum, shall provide the following:

- a. The names, addresses, and telephone number of the nonprofit submitting the proposal.
- b. A brief history of the nonprofit, with a copy of the Internal Revenue Service determination letter that the Proposer is qualified under section 501(c) (3) of the Internal Revenue Code.
- c. A listing of all board members and officers of the nonprofit.
- d. Information demonstrating that proposer has at least ten (10) years experience in operating and managing an ice skating arena, together with any other relevant information considered useful in the evaluation of the proponent's ability to operate and manage an ice skating arena.
- e. Sufficient financial information shall be provided so that the City will be able to assess the proponent's ability to occupy the property; remit rental payments to the City and availability and commitment of financial or in-kind resources to undertake the proposal.
- f. Any other information which will reasonably serve to elucidate the proposal or to illustrate the qualifications of the bidder.

**C. Completed Attachments**

The proposal must include fully completed documents listed in this RFP under the heading titled, "Attachments".

**D. Other Conditions**

Any identified exceptions to the requirements contained in this RFP shall be addressed in the proposal. The City will assume that any provision of this Request not so identified will be acceptable to the proponent.

The City of Woburn makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of the FP including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations. The City reserves the right to seek additional information or revised proposals from respondents at any time prior to selection of Proposer through written notice to all respondents.

The Proposer agrees to lease the property "AS IS" and agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements to occupy the property as proposed in this RFP.

The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of any lease which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Said consent to be entirely at City's sole discretion. Should the Proposer attempt any of the above without written consent of the City, the City reserves the right to declare the Proposer in default and terminate the contract for cause.

All contract amendments must be in writing and approved and signed by the Mayor.

The prospective Proposer must be current in taxes and all other municipal obligations (i.e., water and personal property taxes) on any and all real estate owned in the City of Woburn.

The issuance of this RFP does not constitute a lease award or any type of commitment or obligation on the part of the City. While the City fully expects that one of the Proposers responding to this RFP will become the selected Lessee, the City nevertheless reserves the right, at its sole discretion, to reject any or all proposals and to re-offer the property at any time under the same or modified conditions. The City also reserves the right to reject any proposal if it finds cause to believe that it has received from a Proposer any false or misleading information or misrepresentation in connection with a proposal.

The City reserves the right not to select a proposal for any reason if it deems that doing so would be in the best interest of the City. The City reserves the right to select the proposal offering the greatest advantage to the City, according to its interpretation of the evaluation criteria as set forth herein, as determined at its sole discretion, and may select a Proposer other than the one offering the highest lease payment to the City.

## **IV. PROPOSAL EVALUATION AND SELECTION CRITERIA**

### **A. Evaluation**

#### **1. Criteria:**

The Mayor will conduct an initial review of the proposals for compliance with this Request using all of the following criteria. Any proposal that is not complete and responsive to this RFP will not be considered, whether in regard to format or content. The Lease Agreement will be awarded by the Mayor. In order for a proposal to be considered complete and responsive, the proposal must include the following information. Proposals not including this information, or failing to meet criteria in this section shall be deemed non-responsive and dropped from further review.

1. Proposer must be a non-profit entity, qualified as such by the Internal Revenue Service, with at least ten years of experience in the operation and management of an ice skating arena(s).
2. All materials outlined in the section titled, "Submittal and Contents of Proposals"; and
3. Certification Statements (See Attachments) –Certification Statements must be completed and included with the proposal.

### **B. Selection Procedure**

The City intends to award the Lease Agreement to a responsive and responsible Proposer whose proposal is determined to be the best for the City, considering all of the aspects of each proposal and the qualification and experience of the Proposer.

The Mayor may contact references or persons identified by proponents, or seek any information that may assist him in evaluating the proposals. The Mayor may also conduct interviews of any or all of the proponents. The Mayor will make the final decision on the winning proposal.

The responsive and responsible Proposer whose offer is determined to be the best for the City, considering all of the aspects of each proposal and the qualification and experience of the Proposer, will be sent a notice indicating its tentative selection as Proposer, a negotiation schedule and a procedure whereby the Proposer and the City shall conduct negotiations. It is anticipated that a Lease Agreement will be executed within ninety days following the initial notice. The time frames in this paragraph may be extended by mutual consent of both parties.

If within ninety days of the initial notice, the Mayor determines that satisfactory contract terms and conditions cannot be reached with that Proposer, it may terminate negotiations with that Proposer and commences negotiations with another responsive and responsible Proposer offering the next highest monthly rental payment, and it may continue this procedure as necessary.

At every point in the selection procedure, the City reserves the right to waive minor informalities or to allow a proponent to correct them. The City also reserves the right to reject any or all bids at any time as may be in the best interest of the City.

## **E. Reservation of Rights**

The City reserves the right to request additional information from the Proposers after receipt of submittals in order to verify statements contained there. The City reserves the right to make such inquiries regarding the Proposer's qualifications and reputation as it deems necessary to evaluate the proposal. Proposers may be requested to execute releases to obtain information from third parties. Failure to execute a release upon request may result in disqualification.

The City reserves the right to suspend, withdraw or amend this RFP at any time, without notice.

The City reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents.

The City reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.

The City reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The City further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the City's best interest to do so.

If a lease is not executed with the Selected Proposer, the City may choose to execute a Lease with the next Proposer offering the highest monthly rental payment, to terminate the selection process, or to begin a new selection process.

The City reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

## **F. Conflict of Interest and Collusion**

By submitting a proposal, a Proposer certifies that no relationship exists between the Proposer and any of its officers, employees, agents, or representatives and the City of Woburn, or any officer, employee, or agent of DCAM that constitutes unfair competition or conflict of interest or that may be adverse to DCAM.

By submitting a proposal, a Proposer certifies that it has not acted in collusion with any other Proposer or other entity doing business with the City of Woburn in a way that would constitute unfair competition.

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**City of Woburn**

**REQUEST FOR PROPOSALS**

**FOR LEASE OF THE NED O'BRIEN ICE RINK, 55 Locust Street, Woburn, MA**

**ATTACHMENTS**

- A. Bid Offer Form
- B. Disclosure of Beneficial Interest Statement Form
- C. Certificate of Tax Compliance
- D. Certificate of Non-Collusion
- E. Equal Opportunity Employer

**ATTACHMENT "B"**

**BID FORM – NED O'BRIEN ICE RINK  
CITY OF WOBURN**

**BID PRICE FORM FOR LEASE OF PROPERTY DESCRIBED IN THIS RFP**

**Total Bid: \$** \_\_\_\_\_

**Bid Dollar  
Amount in Writing:** \_\_\_\_\_

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

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

**DATE:** \_\_\_\_\_

**ATTACHMENT "C"**

**DISCLOSURE STATEMENT FOR DISPOSITION OF REAL PROPERTY**

For disposition of Real Property by the City of Woburn, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) LEGAL DESCRIPTION OF REAL PROPERTY: 55 Locust Street, Woburn, MA

The proposal is for the lease of the Ned O'Brien Ice Rink located at 55 Locust Street, and attached to the Joyce Middle School in the City of Woburn. The Ice Rink and adjacent walkways/entranceways is not under the care, custody and control of the Woburn School Committee. The property is available for disposition through this RFP and is shown on Assessors Map 41 as MBLU 49-06-01. The property is located on land that was taken for school purposes, with the Order of Taking was recorded on May 26, 1967 with the Middlesex South Registry of Deeds in Book 11330, Page 687.

(2) TYPE OF TRANSACTION: Lease of Property

(3) SELLER or LESSOR: City of Woburn, Massachusetts

(4) BUYER or LESSEE: \_\_\_\_\_.

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

<u>NAME</u> _____	<u>RESIDENCE</u> _____
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(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

Name & Position Title:

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

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

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

Title: \_\_\_\_\_

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

# ATTACHMENT “D”

## CERTIFICATION OF TAXES

Pursuant to M.G.L. c. 62C, § 49A, the undersigned certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the bidder/proposer is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_

Social Security Number or Federal  
Identification Number

By \_\_\_\_\_  
Corporation Officer or Authorized

**ATTACHMENT "E"**

**CERTIFICATE OF NON-COLLUSION**

As of the date of submission of this bid/proposal, no City official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the City in writing should any City official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any City official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any City official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the City.

(Signature of individual submitting bid or proposal)

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(Name of business)

**ATTACHMENT ‘F’**

**EQUAL OPPORTUNITY EMPLOYER CERTIFICATION**

TO: City of Woburn  
City Hall  
10 Common Street  
Woburn, MA 01801

FROM: \_\_\_\_\_

We certify under the penalties of perjury that the above named organization or person and will continue to operate in strict compliance with the following Equal Opportunity Employer Regulations:

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 f the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116, 143 and 227, and EOCD regulations, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and EOCD guidelines, procedures or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.

Signed this date: \_\_\_\_\_ By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## 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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶	
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.

Social security number									

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:

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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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.

**INSURANCE SPECIFICATIONS**  
**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million  
Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT  
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN  
THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory  
EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF WOBURN" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

**Certificate Should Be Made Out To:**  
**City Of Woburn**  
**Purchasing Department**  
**10 Common St.**  
**Woburn, MA 01801**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF WOBURN IS AN ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF WOBURN IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF WOBURN  
PURCHASING DEPARTMENT  
10 COMMON ST  
WOBURN, MA 01801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

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

\_\_\_\_\_  
(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid  
(Officer)

and binding upon this corporation.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

\_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of  
(Name) (Office)

said corporation, 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)

CORPORATE SEAL:

## **CERTIFICATE OF GOOD STANDING**

**TO:** Contractor

**FROM:** Purchasing Department

**RE:** CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT “Certificate of Good Standing”.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

[www.sec.state.ma.us/corp/certificates/certificate\\_request.asp](http://www.sec.state.ma.us/corp/certificates/certificate_request.asp)

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent