

Request for Qualifications

For

“On-Call” Professional Engineering and Support Services

RFQ FY23-01-01H



DUE DATE AND TIME:

Tuesday, August 30th, 2022 by 12:00PM EST

DELIVER TO:

**Stow Highway Department
ATTN: Steve Nadeau, Superintendent of Streets
88 South Acton Road
Stow, MA 01775**

Town of Stow
Stow Highway Department
 88 South Acton Road
 Stow, Massachusetts 01775
 Telephone (978) 897-8071
ACKNOWLEDGEMENT OF RECEIPT

Release Date	Thursday, August 4th, 2022
Bid/Quote Title	Request for Qualifications: "On-Call" Professional Engineering and Support Services
Bid/Quote Number	FY23-01-01H
Number of Documents	The Quote Package consists of 1 PDF documents. Returning this form confirms receipt of all the documents.
Pre-Bid Meeting	N/A
Questions Due	Monday, August 22nd, 2022 at 2:30PM
Proposals are Due	Tuesday, August 30th, 2022 at 12:00PM , Office of the Stow Highway Department, located at 88 South Acton Road Stow MA, 01775 or emailed to the Highway Superintendent (highway3@stow-ma.gov)
Please provide the requested information below as acknowledgment that you have received our Bid/Quote package noted above. It is recommended that interested Bidders complete this acknowledgment and return via email to highway3@stow-ma.gov or fax to the Stow Highway Department at (978) 897-4534. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this Bid/Quote. Only those companies or individuals shown on the Distribution Register will receive addenda to this Bid/Quote. By completing and returning this acknowledgment will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive .	
Name of Company or Individual	
Name / Title of Contact	
Address	
City/Town, State, Zip Code	
Telephone Number	
Fax Number	
Email Address	
Signature	
Date	
Addenda will be posted to the Town's website. Please check the website for addenda before submitting your Bid/Quote to the Town. Bidders who access the Bid/Quote package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

LEGAL NOTICE

**Town of Stow
Request for Qualifications (RFQ)
FY23-01-01H**

"On-Call" Professional Engineering and Support Services

The Town of Stow is accepting quotes for **"On-Call" Professional Engineering and Support Services**. Copies of the Request for Qualifications (RFQ) package will be available beginning **Thursday, August 4th, 2022** at the Office of the Stow Highway Department, 88 South Acton Road, Stow, MA 01775 between the hours of 6:30 A.M. – 2:30 P.M, or from the Town's web site <https://www.stow-ma.gov/procurement/pages/bids-and-proposals> will be available until submission deadline. Proposals must be submitted no later than **12:00PM Tuesday, August 30th, 2022** at the Office of the Office of the Stow Highway Department, 88 South Acton Road, Stow, MA 01775. LATE QUOTES WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all bids/quotes as determined to be in the best interests of the Town and to waive minor informalities.

**Denise M. Dembkoski
Town Administrator
August 4th, 2022**



*Town of Stow
380 Great Road
Stow, MA 01775*

Table of Contents

Notice of Request for Qualifications	5
Section 1: Instructions to Proposer	6
Section 2: Project Overview, Scope of Work, Minimum Qualifications & Evaluation Criteria ..	10
Section 3: Proposal Check List and Required Forms	15
Section 4: Terms and Conditions.....	19
Section 5: Sample Fee Proposal	28



*Town of Stow
380 Great Road
Stow, MA 01775*

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

RFQ FY23-01-01H

“ON-CALL” PROFESSIONAL ENGINEERING AND SUPPORT SERVICES

- Description:** The Town of Stow, MA is seeking to engage the services of Professional Engineering consulting firms with capabilities in various engineering disciplines.
- RFQ Packages:** RFQ Packages will be available beginning Thursday, August 4th, 2022 at 8:00AM. Packages are available via email by contacting Stephen “Mac” McDonald at highway3@stow-ma.gov. Packages are also available for pick-up at the following address:
- Stow Highway Department
ATTN: Steve Nadeau
88 South Acton Road
Stow, MA 01775**
- Due Date & Time:** Proposals are due by Tuesday, August 30th, 2022 at 12:00pm. The clock in the Procurement Office shall be the sole determining factor of time.
- Place:** RFQ’s are to be submitted to:
- Stow Highway Department
ATTN: Steve Nadeau
88 South Acton Road
Stow, MA 01775**
- Questions/RFI’s:** If you have questions about this RFQ or have a request for information or clarification, please contact Steve Nadeau at highway@stow-ma.gov or (978) 897-8071. All questions and requests for clarification must be received ***in writing*** by 2:30pm on Monday, August 22nd, 2022. It is anticipated that a compilation of all questions and responses will be distributed via email to prospective proposers.
- Proposal Reviews:** All proposals will be reviewed by an evaluation committee composed of employees of the Town. Interviews may be conducted.
- Contract Info:** Unless otherwise specified, the Town of Stow, MA Standard general Contract shall be used, a draft of which is enclosed herein. (See Section V.)



*Town of Stow
380 Great Road
Stow, MA 01775*

Section 1: Instructions to Proposer

1.1 General Information & Submission Instructions

This is a Request for Qualifications (RFQ) from qualified Engineering Professionals to perform various engineering disciplines for the Town of Stow.

Responses must be delivered by Tuesday, August 30 th 2022 by 12:00pm EST to:	Stow Highway Department ATTN: Steve Nadeau 88 South Acton Road Stow, MA 01775
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Anyone who intends to submit a Proposal must contact the Town directly and specifically request a copy of this RFQ, unless such company was sent a copy directly from the Town. The Town has responsibility for maintaining a control list of all potential Proposers.

All responses must include forms listed in the Proposers Checklist

1.2 Proposal Format and Submission Requirements:

One original, two (2) copies and one (1) digital copy of the Proposal in a sealed envelope or box marked in the lower left corner with the words: "Town of Stow – “On-Call” Professional Engineering and Support Services

- Proposal" as well as the Proposer's name.

Responses must be submitted in accordance with the requirements set forth below. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by Town staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The Town may interview the top ranked candidates as part of the evaluation process. All information in the proposal should be organized and presented as directed below. Your Proposal response should contain all forms outlined in the Proposers Checklist (Section 4) in the order that they appear.

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is recommended. Elaborate format and binding are neither necessary nor desirable. The cover will clearly identify the Proposer's name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover. All binders will allow for easy removal and replacement of pages.



*Town of Stow
380 Great Road
Stow, MA 01775*

1. **Cover Letter:** Letter of introduction providing a narrative describing the nature size, background, and qualifications of the firm including cooperative efforts with sub consultants. Letter of transmittal must be signed by the individual authorized to contractually bind the firm.

2. **Qualifications and Experience**
 - **References:** A list of references for 3 communities where you have performed services similar to those included in this request. Please also include a project descriptions. Preference will be given to services performed in Massachusetts for communities of similar size and complexity. References shall include contact person, email address and telephone number. Project descriptions shall be relevant to the services requested herein.

 - **Key Personnel:** Identification and description of the proposed project team and key staff directly assigned to the Town that will perform the services, including resumes and specific related experience.

 - **Professional Registrations:** Indicate any professional registrations (i.e. AICP, AIA, ASLA, etc.) for all participants and applicable staff accordingly.

 - **Approach to the Project & Scope of Work:** An understanding of the Town's needs and method for providing and delivering services for the Scope of Work in Section 2 below. Subcontracted services, for which the firm does not have in-house capabilities, expertise, or qualifications, should be clearly noted within the proposal.

 - Describe any "value added" attributes that your firm/team will bring to benefit the Town.

 - **Experience:** Provide a list of current and future contracted projects, with client reference contact information, being performed by the engineering team listed in Item #D of these requirements. Please explain how the Town's work will fit in with your current load and how it may affect the project leads you are assigning to the Town. Proposer may provide web links to projects.

3. **Attachments & Documentation***
 - Cover Page (provided) Each Proposal Form shall contain an acknowledgement of receipt of all addenda as may be made to this RFQ (the numbers of which shall be filled in on the Form)



- Compliance Certifications (provided)
- Documentation/Certificates of Workmen's Compensation Insurance and Professional Liability Insurance for the minimum amount as required by applicable state law.

1.3 Bid Signature

A response must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.4 Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Town of Stow and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

The Proposer's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

1.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Proposers without written authorization and/or an addendum from the Procurement Officer. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Proposers should contact the Town if they believe an addendum has not been received.

1.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Proposer may correct, modify, or withdraw a bid by written notice received by the Town of Stow prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Proposer may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be



*Town of Stow
380 Great Road
Stow, MA 01775*

notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

1.7 Right to Cancel/Reject Bids

The Town of Stow may cancel this solicitation, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town. The Town reserves the right to reject any or all proposals and waive informalities. Any proposal deemed incomplete will be rejected outright for non-responsiveness to the requirements of the RFQ.

1.8 Cancellation

The Town of Stow reserves the right to cancel all or part of this solicitation. The issuance of this solicitation does not imply any commitment to purchase any product or services from any Proposer. The Town reserves the right to reject all proposals and waive informalities. The Town reserves the right to cancel this contract at any time on any grounds, including the Proposer's failure to comply with the Scope of Work (SOW) provided herein.

1.9 Competency of Proposers

Only those proposers who submit all forms and materials as required will be considered responsive and responsible. No proposal will be considered unless the Proposer submitting the same shall furnish evidence satisfactory to the Town that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the Proposer will be considered in awarding the contract. No contract will be awarded to any Proposer who is in arrears to the Town upon debt or contract, or who is a defaulter as to surety or otherwise upon any obligation to the Town of Stow.

1.10 Questions About the Solicitation

Questions are due: 2:30pm on Monday, August 22nd, 2022

Questions concerning this solicitation must be mailed or hand delivered in writing to:

Steve Nadeau
Stow Highway Department
88 South Acton Road Stow, MA 01775

Or emailed to:

highway@stow-ma.gov

Written responses to questions received by the deadline will be posted on the [Town Website](#).



Section 2: Project Overview, Scope of Services & Evaluation Criteria

2.1 Scope of Services

The Town of Stow is seeking to engage the services of Professional Engineering consulting firms with capabilities in various engineering disciplines including, but not limited to:

- Wastewater collection and conveyance;
- Drinking water treatment, pumping, distribution and storage;
- Storm water collection, conveyance, and treatment;
- Flood mitigation;
- Land survey and plan preparation;
- Transportation improvements and studies; traffic signal installation/ improvements, and unsignalized intersection safety improvements;
- Complete Streets, traffic calming, ADA compliance;
- MCP and LSP Services;
- Culvert Repair/Replacement;
- Streambank Restoration;
- NPDES MS4 Compliance;
- Bridge repair;0.
- Construction Admin/Inspection Services;
- Private site development and/or subdivision review;
- Town Board/Commission project review;
- Town Board/Commission project submission peer review; and
- Funding and grant support associated with the above services.
 - *It is the intent of the Town that the firm(s) selected to support funding applications may both prepare funding applications and complete the resulting project work.*

Applicants are not required to submit for all categories, you may choose to submit for individual ones.

The selected firm may assist Town Departments in various duties as described below but are not guaranteed:

- Engineering peer review of plans and documents for private site developments and/or subdivisions, including offsite improvements in connection with private site developments and/or subdivisions, when referred by various Town boards or commissions.
- The successful consultant may be called upon to develop written design and construction review reports and shall address conformance with the Conservation Commission, United States Environmental Protection Agency and Massachusetts Department of Environmental Protection requirements for drinking water, wastewater and stormwater, general engineering practices, and all other federal, state and local regulations. When requested, the consultant shall attend, participate and provide expert opinions in public meetings and shall be prepared



to provide technical assistance and oral reports with appropriate public presentation aides and project materials and data.

- Condition Assessment, Planning, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight and Inspection (either full-time or part-time as necessary); As-built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- Engineering peer review of plans and documents prepared under contract to either the Town of Stow, or other parties, for various public infrastructure improvement projects.
- Land survey services, including property and topographic surveys, permanent and temporary easement takings as well as providing grades and control for Town construction projects.
- Engineering advice and LSP Services related to the Massachusetts Contingency Plan (MCP) soils handling and disposal.
- Services to investigate and quantify existing conditions of various public infrastructure, including the preparation of engineering surveys or record plans and preparation of reports to summarize investigations.
- Engineering of stormwater, sewer, water, and flood mitigation projects including the conceptual, preliminary design, permitting, construction cost estimating, bidding, bid award and construction support services.
- Engineering of traffic signals, intersections, streets, and complete streets improvements (including but not limited to: traffic signal timing studies and upgrades, emergency pre-emption, camera detection, ADA compliant sidewalks and curb ramps, unsignalized intersection studies, traffic calming measures, bike lanes, shared use paths, separated bike lanes, multi-use trails, etc.).
- Inspection services for construction projects (traffic, complete streets, water, sewer, drainage, etc.).
- Services relating to identification, development, and preparation of federal, state, local, and private grant applications to fund studies, plans, work, and then implement work funded under those grants, including State and Federal grants and those originating with, but not limited to, the Federal Emergency Management Agency (FEMA) and Massachusetts Emergency Management agency (MEMA).
- Other engineering and land survey services as directed by the Town.
- Assignments under this contract could have duration periods of a few days to multi-year assignments depending on the services requested by the Town.



Minimum Qualifications

Proposers must meet all provisions of the criteria as set forth below in order to qualify for consideration in the Comparative Evaluation Criteria. Any Proposer who does not satisfy this will be specifically rejected as non-responsive. All Proposers must submit all necessary client lists, resumes and other pertinent information in order to evidence levels of experience and competence, in answering all Minimum and Comparative Evaluation Criterion.

- 1) The Firm's Key Personnel should demonstrate experience with similar municipal on-call services
- 2) Staff experience: Firm must commit an individual project manager with at least ten (10) years of project management experience, five (5) of them managing other similar on-call projects in Massachusetts.
- 3) Team Experience: Firm must commit a team of engineers, sub-consultants and others, who have worked on similar municipal on-call projects.
- 4) Submission of all required statements and forms.

All of the above minimum evaluation criteria must be addressed in the Cover Letter submitted to the Town of Stow

2.3 Comparative Evaluation Criteria

Each proposal shall be reviewed and rated as either "Highly Advantageous," "Advantageous," "Non-advantageous" or "Unacceptable." Selection will be based, in large part, upon the Minimum Applicant Qualifications previously set forth and on the following criteria:

1. Understanding of the Town's needs for the type of discipline of work proposed herein:

"Highly advantageous" if outstanding understanding and approach description given.

"Advantageous" if good understanding and approach description given.

"Non-advantageous" if fair understanding and approach description given.

"Unacceptable" if no understanding is submitted.

2. Experience with the Town of Stow for projects of similar scope as outlined in Part 3, completed or still ongoing during the past 10 years, where you have performed services:

"Highly advantageous" if three (3) or more similar projects successfully completed or ongoing within the past ten (10) years;

"Advantageous" if two (2) similar projects successfully completed or ongoing in the last ten (10) years;

"Non-advantageous" if one (1) similar project successfully completed or ongoing in the last ten (10) years; and



“Unacceptable” if no similar projects completed or ongoing in the last ten (10) years.

3. Project descriptions and list of references from communities in Massachusetts of similar size and project complexity, completed or still ongoing during the past 10 years, where you have performed services similar to those proposed herein:

“Highly advantageous” if more than four (4) similar projects successfully completed or ongoing in the last ten (10) years;

“Advantageous” if between three (3) and four (4) similar projects successfully completed or ongoing in the last ten (10) years;

“Non-advantageous” if less than three (3) similar projects successfully completed or ongoing in the last ten (10) years; and

“Unacceptable” if no similar projects completed or ongoing in the last ten (10) years.

4. Identify and set forth qualifications of the in-house staff and outside consultants who will work on the discipline of work proposed herein. Include the individual who will serve as the contact person and have primary responsibility for the project. Include resumes and specific related experience for primary members who will manage projects. The technical team shall not include staff engineers, office support or clerical staff:

“Highly advantageous” if all members of the technical team have more than ten (10) years of relevant work experience and technical qualifications.

“Advantageous” if all members of the technical team have between five (5) and ten (10) years’ experience and technical qualifications;

“Non-advantageous” if all members of the technical team have less than five (5) years’ experience and technical qualifications; and

“Unacceptable” if any member has no experience and technical qualifications.

5. Quality of References:

“Highly advantageous” if all references are positive;

“Advantageous” if references are positive with some minor negative feedback;

“Non-advantageous” if one (1) negative reference; and

“Unacceptable” if two (2) or more negative references.



6. Quality of presentation of RFQ to the Town:

"Highly advantageous" if of outstanding quality;

"Advantageous" if of good quality;

"Non-advantageous" if of fair quality: and

"Unacceptable" if of less than fair quality.

2.4 Selection

Submittals will be evaluated by the Town upon the basis of the Minimum Qualifications, the Evaluation Criteria for Selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The ranked proposals will be further reviewed and evaluated, including reference checks and past performance on Town projects. This further review and evaluation may include interviews or the opportunity for the respondents to provide additional information to the Town.

There is no specific page limit for this RFQ, however, submitters are asked to keep their submittals as succinct as possible. Additionally, while the Town is not asking for prices at this time, the Town reserves the right to request an hourly rate table of your proposed staff prior to making a final recommendation. Said hourly rate table will become part of the Master Services Agreement with the consultant.

The Town would, ideally, like to make a selection of 3-5 firms that would be "on-call". The Town reserves the right to request further information from the three highest ranked applicants.

The Town reserves the right to select the number of firms it feels will perform the services in a manner that is in the best interests of the Town for specific projects.

The Town reserves the right to reject any or all Qualification submittals, to omit any item or items called for, or to accept the Qualifications deemed in the best interest of the Town.

The Town will review all submittals and make a formal recommendation to Town's Procurement Officer. The formal recommendation will be made based on review and consideration of the submitter's qualifications, experience, references, assigned staff and capacity.

Although interviews are not specifically being scheduled, the Town reserves the right to request interviews in order to clarify any items and or questions relating to a submittal.

The Town of Stow, through its Town Administrator, will be the awarding and contracting authority.



*Town of Stow
380 Great Road
Stow, MA 01775*

Section 3: Proposal Checklist & Required Forms

Proposals must be submitted in a sealed envelope with the RFQ Title and the Consultant's name and address clearly indicated on the envelopes.

➤ **Proposal Envelope**

- Exhibit A - Proposal Signature Page (provided)
- Response to Submission Requirements
- Acknowledgement of Addenda
- Exhibits C - Certifications (provided)
- References
- Insurance Certificates (upon award)
- Please submit one original and two (2) copies of the proposal in a sealed envelope or box marked in the lower left corner with the words: "Town of Stow - **On-Call Professional Engineering and Support Services**"
- Price proposal worksheet (sealed in a separate envelope)
- Electronic version of proposal



*Town of Stow
380 Great Road
Stow, MA 01775*

Cover Sheet

RFQ FY23-01-01H On-Call Professional Engineering and Support Services

Complete this page and return as a cover sheet for the completed non-price proposal.

Company Name: _____

Company Address: _____

City State Zip: _____

Company Telephone: _____ Company Fax number: _____

State of Incorporation (Date): _____

If the Respondent is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual submitting the bid:

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Individual to be contacted about the bid (if different from the individual submitting the bid):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____



*Town of Stow
380 Great Road
Stow, MA 01775*

Individual authorized to contractually bind the company (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company):

Name: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to contract, if awarded? Yes No

2. Is the Respondent prepared to provide the insurances as required? Yes No

3. Has the Respondent placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? Yes No If yes, the bid may be deemed conditional.

4. Is the Respondent prepared to execute the Town's contract if awarded? Yes No

Acknowledgement of Addenda: _____

The undersigned proposes to provide services to the Town of Stow in accordance with the response to its Request for Proposals (RFQ).

Company Name: _____

Signature of the Respondent: _____

Printed Name and Title of Signatory: _____

Date: _____



*Town of Stow
380 Great Road
Stow, MA 01775*

COMPLIANCE CERTIFICATIONS

Town of Stow

Qualifications: The Proposer represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Certification of Non-Collusion: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder.

Tax Compliance Certification: Pursuant to M.G.L. c. 62C, §49A, the Proposer certifies under the penalties of perjury that, to the best of its knowledge and belief, the Proposer is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance: Pursuant to MGL C.151A, S.19 and MGL C.152, the Proposer certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

Public Contract Debarment Form:__The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing any public (local, state, or federal) work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable state or federal debarment provisions of and other statute, general law, rule, or regulation

(Signature)

(Name of Person Signing Response)

(Name of Business)

(Date)



Section 4: Terms and Conditions

4.1 Definitions: The term “PROPOSER” shall mean the corporation, partnership, or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications or Scope of Work. The term “Town” shall mean the Town of Stow, Massachusetts.

4.2 Insurance:

General – The Operator 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 Operator agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Operator to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Stow, 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.

Operator’s Comprehensive General Public Liability and Property Damage Liability Insurance – The Operator shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) 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 One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Operator’s Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) 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 One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance – The Operator shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Operator while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) 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 One Million Dollars (\$1,000,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Operator 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 Town of Stow 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.



*Town of Stow
380 Great Road
Stow, MA 01775*

These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Operator.

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

Failure to provide written proof to the Town 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.

4.3 Payment for Services Rendered: The payment schedule for this project will be on a reimbursement basis according to a deliverables schedule consistent with the price proposal and negotiated at the time a contract is signed. The price proposal should include the proposed payment schedule based on the project deliverables. Final payment will not be made until all deliverables have been received and approved by the Town. In no event shall payment be made in advance of the services provided. Invoices will be due and payable within 30 days following that in which deliveries are made, provided that all terms of the contract have been fulfilled to the full and complete satisfaction of the Town of Stow. Payments may be made on a basis of estimated partial completion of work or delivery.

4.4 Term of Agreement: The Town, at its sole discretion, will authorize three-year agreements that may be extended for two additional years in one-year increments. Individual assignments will be subject to written agreements on a task-order basis, with fees paid in accordance with the master contract billing rates. The Town does not guarantee any amount of work in any year.

The Town may terminate any agreement that is a result of this RFQ without cause at any time, upon at least thirty (30) days written notice. All balances owed up to the date of termination will be paid.

The Town reserves the right to terminate for cause when the Contracted Party has not perform its contractual obligation and has not rectified the breach or non-performance within thirty (30) days of notification. Failure to rectify may result in a termination of the agreement.

4.5 Assignment of Contract: The Proposer who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Town of Stow.

4.6 Certificate of Non-Collusion: The Proposer must certify that no official or employee of the Town of Stow has any pecuniary interest in this proposal or in the contract which the consultant offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. Chapter 43 Section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal. A Certificate of Non-Collusion (Exhibit C) must be signed and included.



*Town of Stow
380 Great Road
Stow, MA 01775*

4.7 Attestation Clause: Effective July 1, 1983, the Massachusetts Department of Revenue instituted the Revenue Enforcement and Protection Program. This program requires that all cities and towns obtain from a contractor/provider of goods, services or real estate space, an attestation stating that all the laws of the Commonwealth relating to taxes are being complied with by the provider. This attestation must be signed prior to the extending or issuing of a contract. Therefore, in order to facilitate the process of this program, the Town of Stow requires that this clause be signed and included as part of the contract proposal package. The awarding of a proposal will be contingent upon the signed affidavit (Exhibit D).

4.8 Certificate of Authority: Each proposal must be signed by an individual authorized to submit said proposal, and a Certificate of Authority must be submitted for each proposal submitted on behalf of any Corporation proposing services hereunder.

4.9 Governing Law: The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

This contract required that the Town of Stow, the Federal Grantor Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any bonds, documents, papers and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Retention of all required records is required for three years after grantees or subgrantees make final payments and all other pending matters are closed.

The bidder hereby certifies they shall take all necessary steps to hire and work with WBE/MBE firms. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation



*Town of Stow
380 Great Road
Stow, MA 01775*

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the



*Town of Stow
380 Great Road
Stow, MA 01775*

administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



*Town of Stow
380 Great Road
Stow, MA 01775*

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making



*Town of Stow
380 Great Road
Stow, MA 01775*

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

4.10 Accountability: The consultant will work under the supervision and direction of the Town of Stow Department of Public Works.

4.11 Publicity and News Releases: The selected consultant shall keep confidential and shall not, without the Town's prior written consent, release or disclose any information relating to any Project to anyone, except as necessary to perform its work hereunder. The consultant shall not make any pronouncements or news releases pertaining to this solicitation for proposals or the award of a contract for this proposal without prior approval from the Town of Stow.

4.12 Enforceability: In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

4.13 Conflict of Interest: The Proposer certifies that no official or employee of the Town of Stow has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal



is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

4.14 Termination

4.14.1 For Cause: The Town of Stow shall have the right to terminate this agreement if (i) Proposer neglects or fails to perform or observe any of these obligations hereunder and a cure is not effected by Proposer within fifteen (15) days next following its receipt of a termination notice issued by the Town of Stow, or (ii) if a judgment or decree is entered against Proposer approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency

and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Proposer shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Proposer's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The Town of Stow shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

4.14.2 Termination for Convenience: The Town may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Proposer, in which case, the Proposer shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the Town up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Proposer shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

4.14.3 Payment by the Town: Payment by the Town as provided in this section shall be deemed to fully compensate the Proposer for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the Town.

4.14.4 Proposer's Duties Upon Termination For Convenience: Upon termination of this Contract without cause, the Proposer shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to Town in a safe condition; and (5) promptly transfer to Town all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Proposer to comply with said duties shall relieve the Town of its obligation to compensate the Proposer, as provided for under this section.



*Town of Stow
380 Great Road
Stow, MA 01775*

4.15 Discrimination: It is understood and agreed that it shall be a material breach of any contract resulting from this RFQ for the Proposer to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

4.16 Withdrawal or Modification of Bid Response: To withdraw, cancel or modify a response at any time prior to the solicitation opening date, a Proposer must submit such request in writing to the Procurement Officer. Correction or modifications must be sealed when submitted and must indicate

on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

4.17 Financial and Operational Information: By submitting a proposal, the proposer authorized the Town of Stow to contact any and all parties referenced by the proposer regarding financial and operational information.

4.18 Payment: The Town of Stow shall make no payment for a supply or service rendered prior to the execution of the contract.

4.19 Sales Tax Exemption: Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The Town will furnish the successful bidder with its sales tax exemption number.

4.20 Ownership of the documents:

Any and all responses submitted will, upon submittal, become the property of the Town of Stow.



Section 5: Sample Cost/Fee Proposal

Attachment A
 EXAMPLE FEE PROPOSAL
 PER 1 HR OF ON-CALL ENGINEERING SVCS
 PLEASE FEEL FREE TO ADD ADDITIONAL PERSONNEL OR SPECIALTIES

TASK	VP	PM	SPE/PE	SE/E	TECH	TOTAL	
1.0 Design							
Existing information						0	
Site Walk						0	
Plans & Specs						0	
QA/QC						0	
SUBTOTAL	0	0	0	0	0	0	\$0.00
2.0 Bidding Assistance							
Questions and Addenda						0	
Bid Assistance						0	
						0	
						0	
SUBTOTAL	0	0	0	0	0	0	\$0.00
3.0 Construction Services							
						0	
						0	
						0	
						0	
SUBTOTAL	0	0	0	0	0	0	\$0.00
4.0 Resident Observation							
						0	
						0	
						0	
						0	
SUBTOTAL	0	0	0	0	0	0	\$0.00
TOTAL	0	0	0	0	0	0	

LABOR COSTS

DIRECT LABOR COSTS

			RATES		
Vice President	1	@	\$0.00	=	\$0
Project Manager	1	@	\$0.00	=	\$0
Senior PE/Project Engineer	1	@	\$0.00	=	\$0
Senior Engineer/Engineer	1	@	\$0.00	=	\$0
Technician	1	@	\$0.00	=	\$0

TOTAL DIRECT LABOR COSTS \$0

INDIRECT LABOR COSTS (OVERHEAD) \$0.00 x 1.6 \$0

Profit (15%) \$0 x 0.15 \$0

TOTAL LABOR COST \$0 \$0

DIRECT COSTS (printing, mileage, equip, etc.) \$0 x 1.05 \$0

\$0 x 1.05 \$0

Police Details \$0 x 1 \$0

TOTAL COST \$0 \$0



*Town of Stow
380 Great Road
Stow, MA 01775*

EXHIBIT C

Certificate of Non-Collusion

Chapter 30B, § 10

"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."

Individual or Corporate Name of Proposer

Signature of Authorized Agent

Printed Name of Authorized Agent

Date



*Town of Stow
380 Great Road
Stow, MA 01775*

EXHIBIT D

Certificate of Tax Compliance

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

Social Security or Federal I.D. Number:

Signature: Individual or Corporate Officer

Date

Please Print

Corporate Name:

Address:

P.O. Box:

City, State, Zip Code:

* Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.



*Town of Stow
380 Great Road
Stow, MA 01775*

EXHIBIT E

**CERTIFICATE OF AUTHORITY
MEETING OF BOARD OF DIRECTORS**

At a meeting of the Directors of the _____ duly called
(Corporation)

and held at _____ on the _____ day of

_____, in the _____ year at which a quorum was present and acting, it was

voted, that _____ the _____ of this Corporation
(name) (title/position)

is hereby authorized and empowered to make, enter into, sign, seal and deliver, on

behalf of this Corporation a Contract for _____

(brief description)

with the Town of Stow, and performance and payment bonds (each in the amount of the
Contract) in connection with such Contract.

*I hereby certify that the above is a true and correct copy of the record, that said vote has not
been amended or repealed and is in full force and effect as of this date, and that*

_____ is duly elected _____ of
this Corporation.

Clerk or Secretary of the Corporation