

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

Release Date	<b>Tuesday, January 17<sup>th</sup>, 2023</b>
Bid/Quote Title	<b>Request for Quotes: Fuel System Service &amp; Testing</b>
Bid/Quote Number	<b>FY23-01-04H</b>
Number of Documents	The Bid/Quote Package consists of 1 PDF documents. Returning this form confirms receipt of all the documents.
Pre-Bid/Quote Meeting	<b>N/A</b>
Questions Due	<b>Friday, February 3<sup>rd</sup>, 2023 at 2:00PM</b>
Bid/Quotes are Due	<b>Friday, February 10<sup>th</sup>, 2023 at 12:00PM</b> , Administration Office of the Stow Highway Department located at 88 S. Acton Road Stow, MA, 01775
Please provide the requested information below as acknowledgment that you have received our Bid/Quote package noted above. It is <b>recommended</b> that interested Bidders complete this <b>acknowledgment and return via email to <a href="mailto:highway3@stow-ma.gov">highway3@stow-ma.gov</a></b> or fax to the Stow Highway Department at (978) 897-5682. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this Bid/Quote. <b>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.</b> Proposals from companies or individuals <b>not</b> acknowledging the addenda may be <u>rejected</u> as <b>not responsive</b> .	
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.	

**Request for Quotes: Fuel System Service & Testing  
FY23-01-04H**



Release Date	<b>Tuesday, January 17<sup>th</sup>, 2023</b>
Pre-Bid/Quote Conference	<b>N/A</b>
Deadline for Questions	<b>Friday, February 3<sup>rd</sup>, 2023 at 2:00PM</b>
Bid/Quotes Due	<b>Friday, February 10<sup>th</sup>, 2023 at 12:00PM</b> <b>Procurement Office</b> <b>Stow Town Building – Lower Level</b> <b>380 Great Road</b> <b>Stow, MA 01775</b>

**NOTICE**

**Town of Stow  
Request for Quotes (RFQ)  
FY23-01-04H  
Fuel System Service & Testing**

The Town of Stow is accepting sealed quotes for Fuel System Service & Testing. Copies of the Request for Quotes (RFQ) package will be available beginning **January 17<sup>th</sup>, 2023** at the Administration Office of the Stow Highway Department, 88 S. 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/highway-department/pages/bids/quotes-and-proposals> will be available until submission deadline. Sealed quotes must be submitted no later than **12:00PM, February 10<sup>th</sup>, 2023** at the Procurement Office, Stow Town Building – Lower Level, 380 Great Road Stow, MA 01775. LATE BIDS/QUOTES WILL NOT BE CONSIDERED. Bids/quotes will be publicly opened after submission deadline. 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. Demboski  
Town Administrator  
January 17<sup>th</sup>, 2023**

**RFQ FY23-01-04H  
Fuel System Service & Testing  
Index**

Description	Page
Acknowledgement of Receipt	<b>1</b>
Title Page	<b>2</b>
Legal Notice	<b>3</b>
Index	<b>4</b>
Procurement in Brief	<b>5</b>
<b>PART 1 – GENERAL CONDITIONS AND REQUIREMENTS</b>	<b>7</b>
<ol style="list-style-type: none"> <li>1. About Stow</li> <li>2. Intent</li> <li>3. Quantities</li> <li>4. General Contract Terms</li> <li>5. Questions</li> <li>6. Information about Changes to the Bid (Addenda)</li> <li>7. Bid Deposits and Bonds</li> <li>8. Minimum Wage Rates (Prevailing Wages)</li> <li>9. Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work</li> <li>10. Bid Modifications or Withdrawals</li> <li>11. Premature Opening of a Bid</li> <li>12. Unexpected Closure or Delays</li> <li>13. Late Submissions</li> <li>14. Rejection of Bids/quotes</li> <li>15. Taxes</li> <li>16. Public Records</li> <li>17. Conflict of Interest</li> <li>18. Other Notices</li> <li>19. Pre-Bid Conference</li> <li>20. Tie Breaker Rule</li> <li>21. Contract Award</li> <li>22. Submission Requirements</li> </ol>	
<b>PART 2 – SCOPE OF SERVICES / PRODUCT SPECIFICATIONS</b>	<b>13</b>
<b>PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION</b>	<b>15</b>
<ol style="list-style-type: none"> <li>1. Checklist</li> <li>2. Bidder Information Response</li> <li>3. Certificate of Good Faith</li> <li>4. Certificate of Compliance with Massachusetts Tax Laws</li> <li>5. Certificate of Authority</li> <li>6. Professional Reference Form</li> <li>7. Non-Submittal Response Form</li> <li>8. Bid Price Form</li> </ol>	
Appendices <ul style="list-style-type: none"> <li>• Specimen Agreement</li> </ul>	<b>Separate Document</b>

**RFQ FY23-01-04H  
Fuel System Service & Testing  
Procurement in Brief**

Primary Procurement Contact	<b>Steve "Mac" McDonald 978-897-8071</b>
Contract Manager	<b>Ashley Pinard, Procurement/Grants Administrator</b>
Bid/Quote Package Available	<b>January 17<sup>th</sup>, 2023</b> - Information and details of bidding requirements may be obtained at the Stow Highway Department, 88 S. Acton Road, Stow, MA 01775, or online at the Town's web site <a href="https://www.stow-ma.gov/highway-department/pages/bids/quotes-and-proposals">https://www.stow-ma.gov/highway-department/pages/bids/quotes-and-proposals</a>
Pre-Bid/Quote Meeting	<b>N/A</b>
Bid/Quote Deposit	<b>N/A</b>
Deadline for Written Questions	<b>February 3<sup>rd</sup>, 2023 at 2:00PM</b> By Mail: Stow Highway Department, 88 S. Acton Road., Stow, MA 01775 By Email: <a href="mailto:highway3@stow-ma.gov">highway3@stow-ma.gov</a> By Fax: 978-897-5682 <b>Questions are to be clearly labeled as: QUESTIONS - RFQ: Fuel System Service &amp; Testing FY23-01-04H</b>
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's webpage and emailed to all bidders on record as having received the bid package.
When and where bids/quotes are due	<b>Friday, February 10<sup>th</sup>, 2023 at 12:00PM, Procurement Office, Stow Town Building – Lower Level, 380 Great Road, Stow, MA 01775</b>  <b>LATE BIDS/QUOTES WILL NOT BE CONSIDERED</b>
Where bids/quotes will be opened	<b>Procurement Office, Stow Town Building – Lower Level, 380 Great Road, Stow, MA 01775 after submission deadline</b>
Number of Required Paper Copies	<b>1 copies</b>
Contract Award	<b>Anticipated Wednesday, March 1<sup>st</sup>, 2023</b> Quotes must be approved by the Awarding Authority

Contract Length	<b>This Agreement shall be for a term commencing January 17<sup>th</sup>, 2023 and ending June 30<sup>th</sup>, 2024. This agreement may be renewed or extended for up to 1 year at the sole discretion of the Town.</b>
<b>Upon Award of Contract</b>	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids/quotes (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. 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.</p>	

## **PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS**

### **1.01 About Stow**

Nothing is lovelier than an old New England apple orchard in full bloom. Nowhere is that fact more evident than in Stow, Massachusetts. But Stow has more than apple orchards going for it. Stow has a four-seasons kind of beauty that makes it ideal as "a place for growing up and a place for coming back".

The town of Stow, a small rural community of about 6,900 people, has an abundance of softly rolling hills and rustic country lanes. It is located in Middlesex County, about 25 miles west of Boston and about 28 miles east of Worcester.

Previous to its incorporation in 1683, Stow was called Pompositicut Plantation, a name that is still very much in evidence. The townspeople, in general, are concerned about preserving Stow's historical past. At the same time they encourage residential growth that is protective of both the people who live here now and the people who will live here in the future

### **1.02 Intent**

The Town of Stow is circulating this Request for Quotes (RFQ) with the intention of acquiring quotes for **Fuel System Service & Testing**. All bids/quotes are subject to the provisions of M.G.L. Chapter 30B. The Town will award the contract to the lowest responsive and responsible bidder. The Town of Stow 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. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening.

### **1.03 Quantities**

Unless otherwise stated, the quantities set forth herein are **ESTIMATES ONLY**. Any quantities indicated on the Bid Price Form or elsewhere in the bid/quote package are estimates only and are given solely as a basis for the comparison of bids/quotes. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

### **1.04 General Contract Terms**

The successful Bidder must enter into the Form Agreement prepared by the Town (Sample Available Online). In accordance with Massachusetts General Laws, if the contract is multi-year; the contract continuation beyond first year is subject to annual appropriation.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

### **1.05 Questions Regarding Bid/Quote**

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

### **1.06 Information about Changes to the Bid/Quote (Addenda)**

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

### **1.07 Bid Deposits, Bonds, Insurance, and Indemnification**

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

#### Insurance

Bidder/quoter awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Stow as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.



## Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, Contractor, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

### **1.08 Prevailing Wages (if applicable)**

The state prevailing wage law, MGL Chapter 149, Section 27B requires contractors and subcontractors to submit certified payroll records to the Town. Contractors and subcontractors must submit weekly payroll records either by (1) first class mail, or (2) electronic mail. Furthermore, every weekly submittal of payroll records must contain a signed statement by the employer that indicates (1) that the records are correct, and (2) the rate of wages that each worker receives. Please feel free to contact the Department of Labor Standards at (617) 626-6953 if you have any questions. Questions about enforcement of the prevailing wage law may be directed to the Attorney General's Fair Labor and Business Practices Division at (617) 727-3465.

### **1.09 Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work**

#### Payment and Discount Terms

Payment terms for the Town of Stow are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

#### Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work, as

outlined in this RFQ. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

### **1.10 Bid/Quote Modifications or Withdrawals**

Bids/quotes may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Superintendent of Streets. After the submission deadline, bids/quotes may not be changed. Minor mistakes may be waived by the Town.

### **1.11 Premature Opening of a Bid/Quote**

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids/quotes which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

### **1.12 Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **the same time** on the next normal business day. Bids/quotes will be accepted at the same location until that date and time.

### **1.13 Late Submissions**

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. **LATE BIDS/QUOTES WILL NOT BE CONSIDERED.**

### **1.14 Rejection of Bids/Quotes**

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

### **1.15 Taxes**

Purchases made by the Town are exempt from the payment of all Federal excise tax and the

payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

### **1.16 Public Records**

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a contractor in response to this Bid. Thus contractors who choose to submit confidential information do so at their own risk. All bids/quotes or other materials submitted by the contractor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

### **1.17 Conflict of Interest**

By execution of a contract with the Town of Stow, the Bidder acknowledges that the Town of Stow is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

### **1.18 Other Notices**

The consideration of all bids/quotes and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

### **1.19 Pre-Bid Conference**

Refer to Procurement in Brief for details, if any.

### **1.20 Tie Bid/Quote**

In the event that there is a **tie bid or quote** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose

submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Stow Town Hall during regular business hours.

### **1.21 Award**

**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.**

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town. Additionally, if it is in the best interest of the Town, the lowest bidder per procurement grouping/section will be awarded and the contract will be split.

The Town Administrator is the awarding authority for the contract. Award, payment and performance obligations shall depend on the availability and appropriation of funds. The Town reserves a period up to ninety (90) calendar days following the opening of the bids/quotes in which to evaluate and award the contract.

Upon bidder selection, the Town of Stow will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds if needed. The Town of Stow will then counter-sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

### **1.22 Submission Requirements**

#### **Quality Requirements**

- ✓ All bidders must furnish proof of a minimum of three (3) continuous years in business.
- ✓ All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.
- ✓ The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids/quotes shall be signed correctly with ink; in order to qualify, the bidder must provide bids/quotes for each required item within a section.

#### **Submission Requirements**

1. The bid is to be submitted and addressed as follows:  
**Procurement Office**  
**Stow Town Building – Lower Level**  
**380 Great Road**  
**Stow, MA, 01775**
2. The bid/quote is to be clearly marked: **RFQ: FY23-01-04H Fuel System Service &**

## Testing

3. Bidder must acknowledge all addenda related to this Bid/RFQ, if any.
4. Bidder must submit a completed **Bid/RFQ Form A: Bid/RFQ Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.
5. Bidder must submit a completed **Bid/RFQ Form B: Bidder Information Response** form.
6. Bidder must submit a completed **Bid/RFQ Form C: Authentication Form**.
7. Bidder must submit a signed **Bid/RFQ Form D: Certificate of Good Faith**.
8. Bidder must submit a completed **Bid/RFQ Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
10. Bidder must submit a completed **Bid/RFQ Form F: Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.
11. Bids/quotes must be received and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and When Bids/quotes are Due). LATE BIDS/QUOTES WILL NOT BE CONSIDERED.
12. A **Bid Deposit** is required.
13. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

**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.**

## **PART 2 – SCOPE OF SERVICES OR PRODUCT SPECIFICATIONS**

### **2.01 General**

Request for Quotes (RFQ): Fuel System Service & Testing

### **2.02 Hours of Work**

Normal hours of work shall be between the hours of 6:30 am and 2:30 pm, Monday through Friday, unless otherwise specified. No work shall be performed on Saturdays, Sundays, Holidays, or any other times other than normal hours of work without express permission from the Superintendent of Streets or his designee. All work in this contract will be identified by the Superintendent of Streets and shall be constructed in accordance with Town Specification or as directed by the Superintendent.

### **2.03 Response Time (if applicable)**

The contractor must designate an employee or contact with the authority to speak on behalf of the contractor for initiating requests for service. The Town will select a designee or designees to initiate work on behalf of the Town.

A request for service will be generated in writing (including email, mail, and fax) for work as scheduled. For emergency work, the first point of contact may be a phone call with a follow up written request.

Contractor must respond to emergency calls within two (2) hours after receipt of notification. Contractor must respond to on-call immediate response calls within forty-eight (48) hours after receipt of notification. Contractor must respond to scheduled work within forty-eight (48) hours after receipt of notification and schedule work to be completed within two (2) weeks.

Failure to meet these obligations may subject the contractor to penalties of \$500 per business day for noncompliance. Failure to meet these objectives may subject the contractor to loss of contract and the contractor may assess the difference between their bid price and the next lowest responsible and eligible bidder.

### **2.04 Specifications**

#### **2.04.01 – Bid/Quote Item 1: Fuel System Service**

Furnish parts and service for FUELMaster by SYN-TECH SYSTEMS INC. FMU-2500 fuel system with 2 GASBOY 9152A Pumps. Fuel system dispensed gasoline and diesel. Tanks are located above ground and fuel system is in an unheated shed so work must be performed in all types of weather and conditions.

#### **2.04.02 – Bid/Quote Item 1: Fuel System Testing for MassDEP Compliance**

Furnish materials and licensed personnel to test fuel system annually for MassDEP Stage I vapor recovery compliance.

**PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION**

**Quotes for Fuel System Service & Testing  
FY23-01-04H**

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

- Bidder has completed and returned the **Acknowledgment of Receipt** form (via fax or email).
- Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form** or an exact copy.
- Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response** form.
- Bidder has completed, signed, and enclosed the **Bid Form C: Authentication Form**.
- Bidder has completed, signed, and enclosed the **Bid Form D: Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has provided at least five (5) references on the **Bid Form F: Professional Reference Form** of which at least three (3) are governmental units (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Bid Form G: Certificate of Authority of Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- The Bid Deposit (Bond) enclosed.
- Bidder acknowledged all addenda, if any  
Addendum Number 1 dated \_\_\_\_\_  
Addendum Number 2 dated \_\_\_\_\_  
Addendum Number 3 dated \_\_\_\_\_  
Addendum Number 4 dated \_\_\_\_\_  
Addendum Number 5 dated \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid/RFQ Form A: Bid/Quote Sheet  
 Quotes for Fuel System Service & Testing  
 FY23-01-04H**

**SERVICE:**

ITEM	RATE
<b>Service Rate Regular Business Hours – M thru F, 6:30am to 2:30pm</b>	\$ /hour
<input type="checkbox"/> <b>Technician Mileage Rate</b> --OR--	\$ /mile --OR--
<input type="checkbox"/> <b>Technician Drive Time Rate</b>	\$ /hour
<b>Service Rate Nights/Weekends/Holidays/Emergencies</b>	\$ /hour
<input type="checkbox"/> <b>Technician Mileage Rate</b> --OR--	\$ /mile --OR--
<input type="checkbox"/> <b>Technician Drive Time Rate</b>	\$ /hour

**TESTING:**

ITEM	COST
<b>Annual MassDEP Stage I Vapor Recovery Testing</b>	\$ /test

**Bidder Acknowledges Addenda #:** \_\_\_\_\_

Company Name: \_\_\_\_\_ Number of Years in Business: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
 Printed Name & Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

This form must be completed and filed with bid submission



**Bid/RFQ Form B: Bidder Information Response  
Quotes for Fuel System Service & Testing  
FY23-01-04H**

Legal Name of the Bidder: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City State Zip: \_\_\_\_\_  
Company Web Address: \_\_\_\_\_  
Company Telephone: \_\_\_\_\_  
Company Fax Number: \_\_\_\_\_  
State of Incorporation (Date): \_\_\_\_\_

If the bidder 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:** (This is the individual who should sign the Certificate of Good Faith)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Best Times to Contact: \_\_\_\_\_

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

**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 the contract, if awarded?  **Yes**     **No**
2. Is the Bidder prepared to provide the insurances as required?  **Yes**    **No**
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.)  **Yes**     **No**
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission?  **Yes**    **No**
5. Is the Bidder prepared to execute the Town's contract, if awarded?  **Yes**    **No**

Signature of the Bidder: \_\_\_\_\_

Printed Name and Title of Signatory: \_\_\_\_\_

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

This form must be completed and filed with bid submission

**Bid/RFQ Form C: Authentication Form  
Quotes for Fuel System Service & Testing  
FY23-01-04H**

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, the contractor shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid/RFQ Form D: Certificate of Good Faith  
Quotes for Fuel System Service & Testing  
FY23-01-04H**

**CERTIFICATE OF GOOD FAITH**

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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.

\_\_\_\_\_  
Signature of individual submitting the bid or proposal

\_\_\_\_\_  
Individual Full Name (Print/Type)

\_\_\_\_\_  
Name of Business (Print/Type)

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

**Two Witnesses or Notary**

\_\_\_\_\_  
Witness One Signature

\_\_\_\_\_  
Witness Two Signature

\_\_\_\_\_  
Witness One Full Name (Print/Type)

\_\_\_\_\_  
Witness Two Full Name (Print/Type)

\_\_\_\_\_  
Witness One Primary Address

\_\_\_\_\_  
Witness Two Primary Address

**OR**

Commonwealth of Massachusetts

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for \_\_\_\_\_, a partnership.
- as \_\_\_\_\_ for \_\_\_\_\_, a corporation.
- as attorney in fact for \_\_\_\_\_, the principal.
- as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires: \_\_\_\_\_

This form must be completed and filed with bid submission

**Bid/RFQ Form E: Certificate of Compliance with Massachusetts Tax Laws  
Quotes for Fuel System Service & Testing  
FY23-01-04H**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A, the undersigned acting on behalf of the Contractor\* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*\*

- (1) Contractor: \_\_\_\_\_
- (2) Date: \_\_\_\_\_
- (3) Print Name: \_\_\_\_\_
- (4) Social Security Number: \_\_\_\_\_
- (5) Corporation, Association, or Partnership: \_\_\_\_\_
- (6) Federal Tax ID Number or Social Security Number: \_\_\_\_\_
- (7) By: \_\_\_\_\_
- (8) Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
(Authorized Corporate Signature)

Note to Contractor\*\*\*: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

- 1. \_\_\_\_\_ has filed all tax returns and paid all taxes required by law; or
- 2. \_\_\_\_\_ has filed a pending application for abatement of such tax; or
- 3. \_\_\_\_\_ has a pending petition before the appellate tax board contesting such tax; or
- 4. \_\_\_\_\_ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\*\* Approval of a contract or other agreement will not be granted until the Town of Stow receives a signed copy of this Certification.

This form must be completed and filed with bid submission

**Bid/RFQ Form F: Professional References  
Quotes for Fuel System Service & Testing  
FY23-01-04H**

Customer: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Period of Service (MM/YYYY): \_\_\_\_\_ through \_\_\_\_\_

Is this a Municipal or other Governmental Unit?:  Yes  No

Project Name: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_  
Email: \_\_\_\_\_

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Customer: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Period of Service (MM/YYYY): \_\_\_\_\_ through \_\_\_\_\_

Is this a Municipal or other Governmental Unit?:  Yes  No

Project Name: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_  
Email: \_\_\_\_\_

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**(Make as many copies as necessary. A minimum of 5 references required)**

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED  
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**Bid/RFQ Form G: Certificate of Authority  
Quotes for Fuel System Service & Testing  
FY22-01-01**

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer  
signed the **contract and bonds.** )

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of Clerk or Secretary)\* SEAL HERE

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the  
officer signed the **contract and bonds.**)

\*The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.