

**Request for Proposals:  
RFP 23-09  
Environmental and Engineering  
Services  
City of Woburn, Massachusetts**

**Posted: January 16, 2023**

**Due: January 31, 2023 @ 11:00 AM**

**Please email for information:  
odeluca@cityofwoburn.com**

**Deliver To:  
City of Woburn  
Purchasing Department  
ATTN: Orazio DeLuca, MCPPO  
10 Common Street  
Woburn, MA 01801  
odeluca@cityofwoburn.com**



**SOLICITATION FOR:**

**Environmental and Engineering Services  
Request for Proposals RFP 23-09**



**CITY OF WOBURN, MASSACHUSETTS**

**POSTED: January 16, 2023**

**DUE BY:  
January 31, 2023 - 11:00AM EST**

**DELIVER TO:  
City of Woburn  
Purchasing Department  
Attn: Orazio DeLuca, Purchasing Agent  
10 Common Street  
Woburn, MA 01801**

## SECTION 1.0 INSTRUCTORS TO OFFEROR

### 1.1 General

- The City of Woburn reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **January 16, 2023** between the hours of 9:00 a.m. and 4:30 p.m. Monday – Wednesday, 9:00 a.m. to 7:00 p.m. on Thursdays and 9:00 a.m. to 1:00 p.m. on Fridays.
- The Price Summary Form in Section 5.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in M.G.L. c. 30B

### 1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original of the non-price technical proposal marked: "Non-Price Proposal – Cummings Brook Engineering Services". The second envelope includes one (1) original of the price proposal marked "Price Proposal – Cummings Brook Engineering Services". Please send the complete sealed package to the attention of the Orazio DeLuca, ([odeluca@cityofwoburn.com](mailto:odeluca@cityofwoburn.com)) Purchasing Agent, Woburn City Hall, 10 Common St, Woburn MA 01801 on or before **January 31, 2023 @ 11:00AM EST.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late proposals will not be considered, and will be returned.)

### 1.3 Questions

Questions or concerns regarding any aspect of this solicitation shall be forwarded in writing to Orazio DeLuca, Purchasing Agent through e-mail to [odeluca@cityofwoburn.com](mailto:odeluca@cityofwoburn.com) so that they can be addressed prior to the solicitation deadline for offers. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. It is the responsibility of the Offeror

to also monitor the bid portal on the City’s website for any updates, addendums, etc. regarding that specific solicitation. The web address is: [www.cityofwoburn.com/bids](http://www.cityofwoburn.com/bids).

#### 1.4 Key Dates for this Solicitation

ITEM	DATE
Solicitation issued	January 16, 2023
Deadline for submitting questions	January 24 @ 4:30 PM
Responses due, screened and evaluation begins	January 31 @ 11:00 AM
Anticipated award	TBD
Estimated service commencement	Spring 2023

#### 1.5 Acronyms

- MGL:** Massachusetts General Law
- POC:** Point of Contact
- RFP:** Request for Proposal
- SOW:** Statement of Work

#### 1.6 Evaluation Methodology

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators’ analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the quality requirements & comparative evaluation criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the comparative evaluation criteria. Per M.G.L. c. 30B, the evaluation committee will assign an adjectival rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the comparative evaluation criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all responses if it determines that the criteria set forth have not been met.

#### 1.7 Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. 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 the source selection authority. Results of the proposal review process will be utilized to establish a ranking of the offerors. All information in the technical proposal should be organized and presented as directed below.

Your technical proposal should contain the following information in this particular order:

1. Cover Letter
2. Executive Summary
3. Quality Requirements Form
4. Statement of Work
5. Qualifications & Experience
6. Past Performance
7. Completed Forms
  - Representations & Certifications
  - Certificate of Authority
  - Addendum Acknowledgement(s) (if applicable)

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 is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.

#### **1.7.1 Cover Letter**

Include a cover letter which will summarize, in a brief and concise manner that the Offeror understands the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for sixty (60) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

#### **1.7.2 Executive Summary**

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the SOW. The intent of this narrative is to convey to the City that the Offeror understands the objective that its services are intended to meet, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

#### **1.7.3 Quality Requirements Form**

The Quality Requirements Form, or set of basic business standards, must be addressed by each Offeror and presented within the technical proposal documentation.

### **1.7.4 Statement of Work**

Provide a detailed description of the approach and methodology to be used to accomplish the SOW. The methodology should include:

**1.7.4.1** Describe the firm's approach to managing the contract, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the its services.

**1.7.4.2** Provide a description of the implementation plan considerations, including estimated timeframes and deliverables.

**1.7.4.3** Detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the SOW

### **1.7.5 Qualifications & Experience**

Provide company name, address, telephone, fax, URL of company website, e-mail, and information regarding the firm's stability, length of time in business, business history, future plans, and company size. Provide resumes of project team members who will be working on this project and indicate the functions that each will perform; indicate the firm's reporting structure. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

#### **1.7.5.1 Subcontractors**

The City desires to enter a contract with one contractor that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City, If the contractor plans on using consultants and/or subcontractors as part of its implementation plan, then the firm needs to provide the company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Please describe the contractor's business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party firms in your proposal.

### **1.7.6 Past Performance**

The Offeror shall provide references for minimum of three contracts / orders, on which two (2) must be with government customers, that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Please include the period of performance, contract dollar value, name, telephone number and email of the contact person at each and a description of the nature of the work. The City reserves the right to use itself as past performance.

<b>Past Performance Project Title:</b>	
<b>Period of Performance</b>	
<b>Contract \$ Value</b>	
<b>Technical &amp; Contractual POC Names &amp; Titles</b>	
<b>Telephone numbers</b>	
<b>Email addresses</b>	
<b>Detailed summary of services provided</b>	

### **1.7.6 Forms**

All listed forms stated in Section 1.7 shall be filled out by the Offeror and submitted in the technical / Non-Price proposal response. Failure to do so may deem your proposal non-responsive.

### **1.8 Price Proposal Format**

#### **1.8.1 Cover Letter**

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for sixty (60) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

#### **1.8.2 Price Summary Page**

### 1.9 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Woburn will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1-4, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Contractor to provide a list of list any litigation, with the appropriate explanation, against your firm in the past five (5) years from 2017 to present.		
2.	Vendor can meet all requirements of the services required in this project.		
3.	Contractor to provide documentation of all personnel working on this project		
4.	Contractor to have a minimum of three (5) years Environmental Engineering Services in the commercial or government environment		

In order to provide verification of affirmative responses to items 1-4 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. This information should be detailed throughout the various tabs in the technical proposal response. Subcontractors, if applicable, must be also included.



## **Project Background**

The City of Woburn seeks to engage a Consultant Firm to provide environmental and engineering services for the design of stream restoration; appurtenant flood storage; wetlands restoration; and stormwater improvements in the Cummings Brook watershed on the former Hurd School Site.

The “Former Hurd School Site,” is an 11.3 acre parcel with frontage on Bedford Road and Sheridan Street. Approximately 7.3 acres of site consists of stream, flood plain and vegetated wetland with approximately 4.0 acres of previously developed land. The City plans to restore the natural area by enhancing an existing wetland resource, removal of invasive species and the creation of additional flood storage capacity. The design will include passive recreational walking trails and bridges with interpretive signage to educate the public on climate resiliency as well as improvements to the Sheridan Street Stormwater infrastructure.

The previously developed area will be used for both active and passive recreational amenities and is being designed under a separate agreement.

The City has completed a conceptual design analysis, funded through the EEA Municipal Vulnerability Preparedness (MVP) Program, provided as Attachment A. A Hydrologic/Hydraulic Model was created to evaluate the onsite existing condition scenario and the impacts of implementing a design. Native plants will revegetate within the site, and Cummings Brook will be restored along with the construction of a natural floodplain.

Firms must be skilled and experienced in working on multi-disciplinary projects, working with municipalities in Massachusetts, the administration of Grant funding, and have familiarity with regulatory permitting, design services, plan and specification development, and assistance during bidding including project cost estimation.

Funding for the design and construction of this project is through a FEMA grant.

## **Project Approach / Scope of Services**

1. **Project Coordination and Meetings:** The Consultant shall meet with representatives of the City of Woburn and key community stakeholders to gather key data and input prior to and during the design process to ensure that feedback is incorporated into the design plans and permitting applications.
2. **Detailed environmental conditions assessment:** The Consultant shall perform detailed topographic survey of the Cummings Brook and adjacent properties; collect data to document existing flows and depths of Cummings Brook; perform soil and groundwater sampling to evaluate the potential for existing contamination from historic uses and impacts.
3. **Hydrologic and hydraulic (H&H) modeling analysis:** The Consultant shall perform hydraulic modeling using HEC-RAS (or similar) to:
  - evaluate existing flood conditions of the Brook within the parcel as well as immediately upstream and downstream of the parcel; and

- evaluate proposed mitigation activities.

This task would also include modeling using the data and methodologies provided by the Resilient MA Action Team (RMAT) Climate Resilience Design Standards Tool to ensure that the selection of planning horizons, return period and design criteria are appropriate for the site and restoration design.

4. **Further engineering design of the mitigation activities** beginning with 30% concept design through permitting level design. This includes estimates of mitigation benefits and construction costs; an operation and maintenance plan that will meet environmental permit application requirements; and design documents at approximately 75% design to support permit application. This effort will include advancing the designs of boardwalks and park structures with structural and geotechnical engineers.
5. **Permitting activities** to meet regulatory compliance as required by the Massachusetts Department of Environmental Protection (MA DEP) Wetlands Bureau; the Massachusetts Environmental Policy Act (MEPA) Office; the United States Army Corps of Engineers (US ACOE), and local permitting agencies, including the City of Woburn Conservation Commission.
6. **Community engagement activities**, including coordination with the Mystic River Watershed Association, developing representative graphics, conducting surveys and hosting community meetings to collect feedback from the community on existing conditions and proposed mitigation activities.

## **Proposals**

Proposals shall be opened at the time and place called for in the Notice of Request for Proposals. Price proposals must be submitted in separate sealed envelopes by all Respondents. A single lump sum price shall be given for the project, inclusive of all scope items.

## **Selection Process**

The city will rank Respondents using the evaluation criteria described below. The highest-ranking firm will be contacted, and a fee negotiation period will take place between the selected firm and the City. If a mutually acceptable compensation agreement cannot be worked out between the parties, the City reserves the right to terminate negotiations with the highest ranked Respondent and begin discussions with the next highest ranked Respondent. Please submit two sealed envelopes: The first envelope shall include one (1) original of the non-price technical proposal marked: "Non-Price Proposal – Former Hurd

The City of Woburn reserves the right to modify or reduce the overall scope of the work to be performed by the selected firm. In addition, the City of Woburn reserves the right to reject any and all proposals when such action is deemed to be in the best interest of the City.

## **Selection Criteria**

Each response shall be evaluated on the following criteria and assigned a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable.

### **Criteria #1 – Project approach**

- Highly Advantageous. Responder has submitted a comprehensive project approach that thoroughly addresses all requirements of the Project.
- Advantageous. Responder has not met the qualifications for “Highly Advantageous” but has submitted a project approach that addresses most requirements of the project.
- Not Advantageous. Responder has submitted a project approach that addresses some requirements of the project.
- Unacceptable. Responder has not submitted a project approach that addresses the requirements of project.

### **Criteria #2 – Qualifications and experience of the firm in conducting similar projects in accordance with local, state and federal regulations within the last five years.**

- Highly Advantageous. Responder has successfully conducted twelve (12) or more projects.
- Advantageous. Responder has successfully conducted at least ten (10) projects.
- Not Advantageous. Responder has successfully conducted at least five (5) projects.
- Unacceptable. Responder has successfully conducted fewer than five (5) projects.

### **Criteria #3 - Professional qualifications of staff or sub-consultants who will work on the project**

- Highly Advantageous. Responder has identified highly qualified staff for all technical areas identified in Item 5 above, which indicate that work will be successfully completed in an efficient manner.
- Advantageous. Responder has not met the qualifications for “Highly Advantageous”, but has identified adequate staff, which indicate that work will be successfully completed.
- Not Advantageous. Responder has failed to identify adequate staff, indicating that the work may not be successfully completed.
- Unacceptable. Responder has not identified any staffing and consultants, which indicates that work is unlikely to be completed successfully.

**Criteria #4 – Qualifications and capability to conduct the project utilizing in-house personnel to improve efficiency and coordination**

- Highly Advantageous. Responder employs in-house all technical disciplines identified in Item 5 above and demonstrates significant experience performing all requirements of the project.
- Advantageous. Responder has not met the qualifications for “Highly Advantageous” but has identified in-house personnel that have experience performing most requirements of the project.
- Not Advantageous. Responder has identified in-house personnel that have experience performing some requirements of the project.
- Unacceptable. Responder has not identified in-house personnel that have experience performing the requirements of project.

**Criteria #5 - Capacity to complete the project on time and within budget**

- Highly Advantageous. Responder has submitted a detailed project schedule and provided more than five (5) references for similar projects that strongly suggest that the Project will be completed on time and within budget.
- Advantageous. Responder has not met the threshold for “Highly Advantageous” but has submitted a project schedule and has provided three (3) references for similar projects that indicate that the Project may be completed on time and within budget.
- Not Advantageous. Responder has submitted an unrealistic schedule and has not provided references that indicate the Project will be completed on time and within budget.
- Unacceptable. Responder has not submitted a schedule or provided references.

**Criteria #6 – Qualifications and experience of the firm in securing and administering grant funding for similar projects within the last five years.**

- Highly Advantageous. Responder has successfully secured and administered grant funding for twelve (12) or more projects.
- Advantageous. Responder has successfully secured and administered grant funding for at least ten (10) projects.
- Not Advantageous. Responder has successfully secured and administered grant funding for at least five (5) projects.
- Unacceptable. Responder has successfully secured and administered grant funding for fewer than five (5) projects.

**Criteria #7 - Familiarity with City Standards and Existing Infrastructure**

Highly Advantageous. Responder has performed more than 3 projects in the city and is thoroughly familiar with City standards and procedures. Responder has a deep understanding of the City's existing infrastructure. Responders experience with the city is highly likely to increase project efficiency, maintain project schedule and support project objectives.

Advantageous. Responder has not met the qualifications for "Highly Advantageous". Responder has performed more than 1 project in the city and is familiar with City standards and procedures. Responder has a basic understanding of the City's existing infrastructure. Responders experience with the city may increase project efficiency, maintain project schedule, and support project objectives.

Not Advantageous. Responder has not performed any City and is not familiar with City standards or procedures. Responder has no understanding of the City's existing infrastructure. Responders experience with the city will not increase project efficiency, maintain project schedule, and support project objectives.

Attachments:

Conceptual Plan of Site

## **SECTION 2.0 GENERAL TERMS, CONDITIONS, CERTIFICATIONS**

### **2.1 Bid Offers**

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

### **2.2 Prices**

Must be F.O.B. Destination. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

### **2.3 Awards**

to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

### **2.4. Payment**

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

### **2.5. Guarantees**

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

### **2.6 Patents**

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

## **2.7 Legality**

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

## **2.8 Taxes**

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

## **2.9 Bonds**

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

## **2.10 Orders**

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

## **2.11 Indemnity**

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

## **2.12. Equality**

Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance, strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The

name and identification of all materials, other than the one named, shall be submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

### **2.13 Minority Business Enterprise Plan**

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,  
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised



plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

#### **2.14 Right to Know Legislation**

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

#### **2.15 Non-Collusion Affidavit**

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: 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.

#### **2.16 State Taxes Paid**

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

#### **2.17 Bid Offers**

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

#### **2.18 Unit Price**

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

#### **2.19 Insurance**

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor’s operations under this agreement, whether such operations be the Contractor’s, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property

Damages. A certificate of insurance naming the City of Woburn as Additional Named Insured shall be filed with the City prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

### **2.20 Independent Contractor**

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

### **2.21 Complete Agreement**

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

### **2.22 Assignment / Sub-Contracting**

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

### **2.23 Conflict of Interest**

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

### **2.24 Termination**

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor 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 of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without

cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

### **2.25 Return of property**

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

### **2.26 Interpretations of Specifications**

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within the defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

### **2.27 Information**

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

### **2.28 Price Reduction**

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

### **2.29 Governing Law**

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

### **2.30. Enforceability**

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

### **2.31 Samples**

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

### **2.32 Discrimination**

It is understood and agreed that it shall be a material breach of Contract resulting from this bid

offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

## CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an original signature and all other information, or, the Bid or Proposal will be rejected.

*In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:*

1.STATE TAXES PAID: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: 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.

3.PUBLIC CONTRACTS - DEBARMENT: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10,000.00: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE : The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its

performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name \_\_\_\_\_

Circle: Corporation Partnership Individual

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

Print Name \_\_\_\_\_

Title of Person Signing Bid or Proposal \_\_\_\_\_

Date \_\_\_\_\_

Company Federal ID # or Social Security # \_\_\_\_\_

State of Incorporation \_\_\_\_\_

*Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.*

## **SECTION 3.0 STATEMENT OF WORK (SOW)**

### **3.1 Objective**

The City of Woburn seeks to engage a Consultant Firm to provide environmental and engineering services for the design of stream restoration; appurtenant flood storage; wetlands restoration; and stormwater improvements in the Cummings Brook watershed on the former Hurld School Site..

### **3.2 Scope**

The “Former Hurld School Site,” is an 11.3 acre parcel with frontage on Bedford Road and Sheridan Street. Approximately 7.3 acres of site consists of stream, flood plain and vegetated wetland with approximately 4.0 acres of previously developed land. The City plans to restore the natural area by enhancing an existing wetland resource, removal of invasive species and the creation of additional flood storage capacity. The design will include passive recreational walking trails and bridges with interpretive signage to educate the public on climate resiliency as well as improvements to the Sheridan Street Stormwater infrastructure.

The previously developed area will be used for both active and passive recreational amenities and is being designed under a separate agreement.

### **3.3 Description of Work Performed**

#### **3.3.1 General**

The City has completed a conceptual design analysis, funded through the EEA Municipal Vulnerability Preparedness (MVP) Program, provided as Attachment A. A Hydrologic/Hydraulic Model was created to evaluate the onsite existing condition scenario and the impacts of implementing a design. Native plants will revegetate within the site, and Cummings Brook will be restored along with the construction of a natural floodplain.

Firms must be skilled and experienced in working on multi-disciplinary projects, working with municipalities in Massachusetts, the administration of Grant funding, and have familiarity with regulatory permitting, design services, plan and specification development, and assistance during bidding including project cost estimation.

Funding for the design and construction of this project is through a FEMA grant.

### **3.4 Period of Performance**

The period of performance for this contract is one (1) year.

**March 1, 2023 – February 28, 2024 Base Year**

### **3.5 Place of Performance**

All services, delivery and other required support shall be conducted throughout the City of Woburn. Meetings between the awarded Contractor and City shall be held at the City of Woburn Department of the Engineer.

### **3.6 Kickoff Meeting**

The awarded contractor shall attend a kickoff meeting with the Engineering Department. The purpose of this meeting is to review project milestones and contractual objectives.

### **3.7 Termination**

The agreement may be terminated by the City of Woburn at any time upon ninety days (90) written notice of termination to the contractor and by the contractor on the anniversary date of the contract upon ninety days (90) written notice to the City of Woburn. Upon termination of the agreement, for whatever reason, the contractor shall deliver up all records and pertinent correspondence concerning the accounts and collection thereto to the City of Woburn, and the contractor will otherwise cooperate with the City of Woburn or their assignees to effect an orderly transfer of the collection of the City of Woburn's accounts receivable. If the City of Woburn should terminate this agreement, the contractor should be entitled to receive from the City of Woburn, any and all commission due to the contractor up to and including the actual date of termination and transfer of accounts receivable, as well a reimbursement from the City of Woburn of all expenses incurred by the contractor which shall be reimbursable under the contract and which remain unpaid at the date of termination. The contractor must turn over all records and have them delivered to a location designated by the City of Woburn upon termination of the contract.



**SECTION 4.0  
INVOICING REQUIREMENTS**

**City of Woburn  
Department of Engineering  
Attn: Jay Corey  
10 Common St  
Woburn, MA 01801  
jcorey@cityofwoburn.com**

To ensure a proper invoice, the invoice must include the following information and/or attached documentation to be complete:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered;
- 4) Other substantiating documentation or information as required by the contract

Invoice shall be accompanied by monthly reporting items defined in Section 3.3.3.

**SECTION 5.0  
PRICING**

The undersigned proposes to supply and deliver the services specified below in full accordance with the Statement of Work supplied by the City of Woburn entitled:

**Environmental and Engineering Services**

The contractor proposes to furnish and deliver the services specified at the following price structure

\$ \_\_\_\_\_

Price written in words: \_\_\_\_\_

**SEE NEXT PAGE FOR PRICING SIGNATURE FORM**

The Contractor certifies that this Proposal Response has been duly authorized and approved by all required organizational action of the organization.

The person executing this response on behalf of the organization certifies that he or she has the legal and organizational authority to do so.

**NAME OF COMPANY :** \_\_\_\_\_

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

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:** \_\_\_\_\_

**FEDERAL TAX ID NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED  
INDIVIDUAL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED INDIVIDUAL:**  
X \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDUMS:**

**Addendum #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_

## **SECTION 6.0 FORMS**

### **Required Form Submissions by Offeror**

1. Certificate of Authority

### **Post Award**

1. Insurance Certificate
2. W-9 Form (If new vendor)

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

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

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

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

### CERTIFICATE HOLDER

### CANCELLATION

CERTIFICATES SHOULD BE MADE OUT TO:  
  
CITY OF WOBURN  
PURCHASING DEPARTMENT  
10 COMMON ST  
WOBURN, MA 01801

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

AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF AUTHORITY**

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

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

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

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

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

and binding upon this corporation.

A True Copy,

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

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

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

\_\_\_\_\_

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

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

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

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

**CERTIFICATE OF 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.

---

Signature of individual submitting bid or proposal

---

Name of Business (please type or print)

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

---

Signature Date

---

Name (please print or type) Social Security Number

**Corporate**

---

Corporate Name (please print or type)

---

Signature of Corporate Officer Date

---

Name of Corporate Officer (please print or type) Title

---

Taxpayer Identification Number

- 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.