

REQUEST FOR PROPOSALS & SPECIFICATIONS TOWN OF MEDWAY, MASSACHUSETTS Organization to Establish and Operate a Community Organic Farm on Town Owned Property

The Town of Medway, through its Board of Selectmen, seeks proposals from qualified non-profit organizations to enter into a five (5) year lease with the Town of Medway to establish and operate a Medway Community Organic Farm and associated agricultural educational programs on at least two (2) acres and up to four (4) acres of land of Town owned property at 50 Winthrop Street or at 44 Adams Street in Medway, MA.

The Town desires to establish a working community organic farm with associated educational programming and to use the land in a manner consistent with agricultural preservation purposes.

Proposals must be received by 10:00 AM on Tuesday, February 17, 2009 at The Office of the Town Administrator, Town of Medway, 155 Village Street, Medway, Massachusetts, 02053.

One original and five (5) copies of your proposal must be submitted. Standard, unbound 8 1/2" x 11" format is suggested. Proposals shall be sealed in a package that is clearly marked "Medway Community Organic Farm" on the outside. The Proposer's name and address must also appear on the outside of the submission envelope/package. All forms and certifications are due on the proposal date as part of a complete submission package.

The Town has determined that this solicitation and the lease awarded pursuant to it are subject to the provisions of the Uniform Procurement Act, Massachusetts General Laws, c. 30B, Section 16. Therefore the provisions of MGL, c. 30B are hereby incorporated by reference in this Request for Proposals.

The Town of Medway reserves the right to reject any or all proposals, and to waive any informality contained therein, as well as any part of any or all proposals, to negotiate any and all non-mandatory lease terms with the successful proposer, and to award the contract as decided to be in the best interest of the Town.

Questions regarding this proposal should be directed to the Medway Planning and Economic Development office, 508-533-3291 or saffleckchilds@townofmedway.org.

SPECIFICATIONS

PROPERTY DESCRIPTION

50 Winthrop Street consists of 15.842 acres of rolling farmland adjacent to Chicken Brook, located on the east side of Winthrop Street (Assessors Map 5, Parcel 130-0-E). The parcel includes a 1,352 square foot residence (built in 1900), a barn and a garage. The house has sufficient private dwelling space for a farmer to live on the premises. The house could also serve as space for the organization's educational activities. The property is on Town Water. Sewer access is available on Winthrop Street.

44 Adams Street consists of 4.049 acres of rolling farmland located on the north side of Adams Street. (Assessors Map 5, Parcel 34&34A1) The property does not include a dwelling or barn. Town water is not available. Sewer access is available on Adams Street. The land is shown on Assessor's Map 5-6 as 4 separate parcels - 34-1-3A, 34-1-3B, 34-1-3C and 34-1-3D.

GENERAL INFORMATION

The Board of Selectmen anticipates the initial period of the lease to be 5 years with an option to extend the contract for three additional terms of 5 years each for a total lease not to exceed 20 years. Details subject to negotiation.

The Town intends to lease the property to the selected organization for \$1.00 per year.

The selected organization shall be a financially viable non-profit 501(c) (3) organization committed to operating a community organic farm including community oriented agricultural educational programming.

The organization will utilize a farm operator to manage the farm.

The organization shall make all reasonable efforts to comply with the standards for organic processes outlined by the Baystate Organic Certifiers. The farm shall function as Community Sponsored Agriculture (CSA).

The successful proposer will commence using the land and/or structures for agricultural purposes as soon as the lease is signed.

The general public shall be afforded the opportunity to purchase the farm's produce at the site and/or at local farmers markets.

Once the farm is established, the operator shall develop and carry out a community agricultural educational program.

The organization shall be responsible for the operation, maintenance and expenses of all buildings and land including utilities.

Use of any of the 50 Winthrop Street parcel requires responsibility for the property's dwelling and barn which shall be retained. All utilities, maintenance and any improvements to the dwelling and barn shall be the responsibility of the operator and shall be carried out in compliance with all applicable codes and other legal requirements. Any changes to the buildings are subject to prior approval of the Medway Board of Selectmen.

The selected organization shall provide detailed quarterly revenue and expenditure reports to the Town of Medway and submit to an independent annual audit.

It is not the intention of the Town of Medway to provide annual revenues to support the operation of the Medway Community Organic Farm.

It is understood that the premises are to be leased "as is." The Town makes no representation as to the condition of the premises, or the structures and buildings located on the site.

The selected organization shall be required to maintain all necessary Worker's Compensation insurance in the amounts required by Massachusetts law as well as liability insurance at a minimum of \$2,000,000; and to indemnify and hold harmless the Town of Medway from any damage which may be sustained as a result of the maintenance, operation and harvesting of the land by the proposer. A valid Certificate of Insurance, naming the Town of Medway as an additional insured must be provided upon signing the Lease.

The Town shall execute a final lease agreement with the selected organization in the form attached to this RFP. Proposers must include with their proposal specific references to those provisions of the draft Lease Agreement that they would take exception to if selected. The Town expects to execute a Lease Agreement

within thirty (30) days of the Notice of Award. If the Town and the first selected proposer are unable to finalize the terms of a Lease Agreement within 30 days of the notice of award, the Town may terminate its negotiations with that proposer and proceed to enter into negotiations with the next advantageous proposer.

PROPOSAL SUBMISSIONS

Proposals shall be sealed in a package that is clearly marked "Medway Community Organic Farm" on the outside. The Proposer's name and address must also appear on the outside of the submission envelope/package. All forms and certifications are due on the proposal date as part of a complete submission package. Please provide an original and 5 copies of your proposal with all attachments. Standard, unbound 8 1/2" x 11" format is suggested.

Proposals must be received by 10:00 AM on Tuesday, February 17, 2009 at the Office of the Town Administrator, Town of Medway, 155 Village Street, Medway, Massachusetts, 02053.

The following minimum items are required to constitute a complete **PROPOSAL**:

1. Respondent information - Name, address, telephone number and email address of the individual submitting the proposal who will serve as the organization's primary contact with the Town. The proposal shall be signed by a duly authorized representative of the applicant organization.
2. Description of the organization, its mission/purpose, legal status, its membership composition, leadership structure, and its qualifications and experience to operate a community organic farm in Medway. Include a list of members of the board of directors of the organization and their credentials /background. Please specify board members' experience in other communities.
3. A statement that the proposer has visited the subject site and is fully acquainted with the conditions as they exist.
4. A statement specifying which one of the two properties is proposed for use, a drawing to depict what portion of the parcel is proposed to be subject to the lease, and a basic site plan drawing to show property access and public parking.
5. If 50 Winthrop Street is the preferred property, a detailed description of how the residence and barn will be used. Provide a detailed plan for evaluating, restoring and maintaining the structures, including cost estimates and funding sources.
6. A description of how the farm would operate – roles/responsibilities of board members, farm manager and volunteers; the sale of shares; availability of produce to the general public (u-pick, garden plots, farm stand, farmer's market), acquisition of equipment, planting plan, etc.
7. A description of how and when the organization would select a farm operator.
8. A description and target schedule for the planned community agricultural educational programming.
9. At least three references familiar with the organization's experience in conducting an agricultural operation.
10. A five year business plan for the establishment, operation and growth of the Medway Community Organic Farm including a timetable and strategies for fundraising, building renovation, planting plan and demonstration of ownership or ability to contract all equipment necessary to maintain and operate the farm.

11. Specify any provisions of the draft Lease Agreement that the organization would take exception to if selected.

The following must also be attached to the PROPOSAL:

1. Proof/description of the organization's 501 c (3) status.
2. A certification of Vote of the Organization's Board of Directors Authorizing Submittal of the proposal and execution of a lease – See attached sample
3. Certificate of Non-Collusion & Tax Compliance – See attached sample
4. Disclosure of Beneficial Interest in Real Property Transaction – See attached sample
5. A statement of the organization's most current financial data available

PROPOSAL INSTRUCTIONS

Any proposal received after the February 17, 2009 submission deadline will not be considered. Proposals may be withdrawn prior to the scheduled time for the opening of proposals.

If, at the time of the scheduled proposal opening, the Medway Town Hall is closed due to uncontrollable events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

All questions about the meaning and intent of this RFP shall be received in writing by mail, fax or email to the Town Administrator's office. Questions must be received no later than 14 days before the date specified for receipt of proposals. Answers will be in the form of an addendum and will be sent by the Procurement Officer to all prospective proposers.

Proposer agrees to allow the Town to conduct a CORI review of all principals, directors, officers, employees, and other persons participating in the lease and use of the premises.

SCHEDULE FOR THE PROCESS OF REVIEWING PROPOSALS AND SELECTING AN ORGANIZATION:

The Selectmen have set forth the following schedule in an effort to choose an organization no later than March 2, 2009 and sign a lease as soon as possible thereafter. The goal is to have planting take place in the spring of 2009.

Request for Proposals distributed	January 8, 2009
<i>Central Register</i> Advertising	January 14, 2009
<i>Milford Daily News</i> Advertising	January 13 and January 21, 2009
Deadline for submission of Proposals	February 17, 2009
Review Proposals	Week of February 17, 2009
Interviews (Optional)	Week of February 23, 2009
Review Committee Recommendation	February 27, 2009
Operator Selection/Board of Selectmen Meeting	March 2, 2009
Notice of Award	March 3, 2009
Negotiation and completion of Lease	March 31, 2009

EVALUATION PROCESS - A Review Committee shall be established to review all proposals and conduct interviews as appropriate. The Review Committee shall recommend an organization to the Board of Selectmen.

COMPARATIVE EVALUATION CRITERIA

	Contents of Proposal	Experience in Operation of an Agricultural Enterprise and/ or Community Organic Farm	Organization's Financial Capacity	Readiness	Community Benefit
Highly Advantageous (3)	Proposal is comprehensive and contains all required information, presented in a clear, unambiguous fashion and goes beyond the minimum required submittals.	Over 3 years experience	Organization includes individuals who possess a high level of financial experience and access to financial resources necessary to support proposed farm operation.	Organization is prepared to provide a resident farm manager to commence farming in spring 2009.	Farm products to be available to the general public and community educational programming to be offered during 2009
Advantageous (2)	Proposal contains all required information which is presented in a clear, unambiguous fashion.	1-2 years experience	Organization includes individuals who possess a moderate level of financial experience and access to financial resources necessary to support proposed farm operation.	Organization is prepared to provide a farm manager to commence farming in spring 2009	Farm products to be available to the general public in 2009 and community educational programming to commence in 2010.
Not Advantageous (1)	Proposal is missing one or more pieces of required information and/or one or more pieces of required information are unclear.	Less than 1 year of experience	Organization does NOT include individuals who possess an adequate level of financial experience and access to financial resources necessary to support proposed farm operation.	Organization is not prepared to provide a farming manager until 2010.	Farm products to be available to the general public in 2010.

AWARD AND NOTIFICATION

The Town will consider all evaluation factors and make an award deemed to be in the best interest of the Town. At the conclusion of the evaluation process, the Town shall select a proposer or proposers to lease the premises and notify the selected proposer or proposers with a notice of award. The award shall not be considered final until a written lease is executed by the parties.

CONTRACT FORMS – See Attachments.

A sample Lease Agreement that specifically states the terms and restrictions regarding the property.

A sample Certification of Vote of Organization authorizing submittal of proposal and execution of a lease.

A sample Certificate of Non-Collusion and Tax Compliance

A sample Disclosure of Beneficial Interest in Real Property Transaction

RFP Attachment LEASE AGREEMENT (sample)

Agreement made this _____ day of _____, 2009, between the Town of Medway, by and through its Board of Selectmen, hereafter called the Town or the Landlord, and _____ hereafter called the Tenant.

Whereas the Town is the owner of the following real property: 50 Winthrop Street and 44 Adams Street, containing _____ acres, more or less (the Premises).

Whereas the Town issued a Request for Proposals dated _____ (the "Request for Proposals"), pursuant to the authority of the vote under Article 26 of the November 10, 2008 Town Meeting;

NOW THEREFORE, the Town agrees to lease to the Tenant the aforementioned Premises for the purposes of operating an organic farm and conducting agricultural educational programs in accordance with the Town's RFP and the Tenant's proposal, and no other use, (the Permitted Use) under the following terms and conditions:

1. TERM OF LEASE AND RENT. The term of said lease shall be for _____ years, commencing _____, 2009, and ending December 31, 2011 (the Term), with _____ renewal options as set forth in Tenant's Proposal, and the Tenant will pay to the Town rent as follows:

Payment as listed in the bid proposal, submitted with the proposal, and in accordance with the Specifications and requirements listed in the Request for Proposal (the Rent).

The Tenant, after payment of the Rent to the Town, shall be entitled to all profits realized as the result of the harvesting of said farm, and other agricultural practices in accordance with the provisions of this lease.

2. GENERAL CONDITIONS. Tenant may use the Premises only for Tenant's Permitted Use, in full compliance with applicable legal requirements and any Rules and Regulations, and will obtain, at Tenant's expense, any required permits, licenses and approvals. The Tenant agrees during the term of said lease hereof, in accordance with the contract documents(s) as defined in this lease agreement, to properly maintain said farm in a good and efficient manner keeping said farm free from weeds and generally maintaining it in a productive condition. All costs of maintaining said farm shall be the responsibility of the Tenant, including utilities, proper irrigation and water supply. Failure to properly maintain said farm shall constitute a breach of the lease. The Tenant also agrees to abide by requirements of any conservation and agricultural restrictions placed on the property.

All uses of the leased premises by the Tenant shall be in accordance with the proposed plan of services included in Contract Documents. During the term of this lease, the Town shall have the right to utilize such portion(s) of the leased premises as it deems necessary to carry out the management and control of the leased premises. Such management and control shall not unduly interfere with the rights and obligations of the Tenant to properly conduct the operation of the farm and proposed agricultural use as specified in the attached plan of services with the provisions of this lease. Any changes to the said attached use plan shall require prior review and approval of the Town and shall be within the scope of the Request for Proposals. The Tenant agrees to abide by all state, federal and local laws governing the maintenance and operation of the farm, and governing the hiring of employees and covenants and agrees to do no act or thing that constitutes an unfair labor practice, or constitutes discrimination in employment.

3. LEASE OF PREMISES; QUIET ENJOYMENT: Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, at the Rent and upon the other terms, covenants and conditions of this Lease. Upon paying the Rent and observing the other obligations of Tenant hereunder, Tenant may peaceably occupy the Premises during the Term, without disturbance by Landlord or persons claiming through or under Landlord.

4. CONDITION OF PREMISES: Tenant accepts the Premises and the Property “**AS IS**” and agrees that Landlord is under no obligation to make any repairs, renovations, or alterations to the Premises or the Property, and has made no representations or warranties regarding the fitness of the Premises or the Property for Tenant’s intended use or otherwise.

5. USE AND ALTERATIONS OF PREMISES: Tenant will not cause or permit any waste or damage to the Premises or cause, or permit any invitee of Tenant to cause, any waste or damage to the Property, or make any use of the Premises or the Property which, by noise, odor, vibration or otherwise might interfere with the use of the Property by others entitled thereto or lead to an increase in premiums for Landlord’s insurance, and will maintain the Premises and the Property free and clear of liens and encumbrances attributable to the acts or omissions of Tenant. Landlord shall have the right to enter the Premises at reasonable times on reasonable notice for the purpose of inspection, and for performing Landlord’s obligations.

6. MAINTENANCE OF THE PREMISES BY TENANT: Tenant will maintain the Premises in the same condition as exists on the commencement date or such better condition as the Premises may be placed in during the term of this lease, in full compliance with all applicable legal requirements, provided that Tenant will not be responsible for damage caused by fire or other casualty, for reasonable wear and tear. All such repairs will be made in a good and workmanlike manner, satisfactory to Landlord, and in compliance with all applicable legal requirements.

7. MAINTENANCE OF PROPERTY BY LANDLORD: Landlord will not be responsible for any maintenance of the Premises.

8. SURRENDER OF PREMISES BY TENANT: On the termination of this lease, Tenant will vacate and surrender the Premises to Landlord in the same condition (except as hereinafter specifically provided) as Tenant is required to maintain the Premises during the Term, free and clear of Tenant’s personal property and broom clean. If any of Tenant’s property remains within the Property after termination, it may be retained by Landlord without compensation, or may be removed and either stored or disposed of by Landlord and Tenant will reimburse Landlord upon demand for all expenses incurred in connection therewith.

9. HAZARDOUS MATERIALS: Tenant will not cause, or permit any other person claiming or admitted to the Property through Tenant to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property. “Hazardous Materials” means any material or substance which: **(a)** is or becomes defined as a “hazardous substance,” “hazardous waste,” “infectious waste,” “chemical mixture or substance,” or “air pollutant” under Environmental Laws; **(b)** contains or derives from petroleum, polychlorinated biphenyls (PCB’s) or asbestos; **(c)** is radioactive or infectious; or **(d)** has toxic, reactive, ignitable or corrosive characteristics. “Environmental Laws” means all legal requirements relating to or imposing liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment. Notwithstanding the foregoing, normal and reasonable quantities of Hazardous Materials generally and customarily used in connection with Tenant’s Permitted Use may be introduced to the Premises provided such Hazardous Materials are stored, used and disposed of in compliance with Environmental Laws and all other applicable legal requirements.

Tenant will be responsible for and will hold Landlord harmless and indemnified against any claim, damage, cost, liability or penalty related to any Hazardous Materials introduced to or

released on or about the Property by Tenant or by any person claiming or admitted to the Property through Tenant, whether or not permitted by the preceding sentence or otherwise approved by Landlord.

10. RISK OF LOSS; INDEMNIFICATION: To the maximum extent permitted by law, **(a)** Tenant agrees that it will occupy the Premises at its own risk, and that Landlord will not be liable to Tenant, or to any person claiming or admitted to the Premises through Tenant, for injury or death to persons, or loss or damage to property of any nature whatsoever, and **(b)** Tenant waives and will indemnify Landlord against any claim for personal injury or death or damage to property, including legal fees and expenses, by Tenant or by any person claiming or admitted to the Premises through Tenant, while at the Premises.

11. INSURANCE: Throughout its occupancy, Tenant will maintain in effect, at its sole expense, the following insurance:

11.1 Liability Insurance. Commercial general liability insurance in at least the amount of two million dollars, for bodily and personal injury and property damage, including Landlord as additional insured.

11.2 Other Insurance. Such other types of insurance as Landlord may from time to time reasonably deem necessary.

11.3 General Requirements. All Tenant insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without thirty (30) days prior written notice to Landlord and to any mortgagee required to be covered.

11.4 Certificates of Insurance. Prior to making any entry on the Premises and at least thirty days prior to the expiration of any policy, Tenant will provide certificates of insurance, in form and substance satisfactory to Landlord, establishing insurance coverages as required by this Section.

12. TRANSFERS: Tenant will not Transfer this Lease or any interest in this Lease or in the Premises.

13. TENANT DEFAULTS:

13.1 Events of Defaults. Each of the following will constitute a material default by Tenant (a "Tenant Default"): **(a)** Failure by Tenant to make any payment required under this Lease within ten days of the date such payment is due, **(b)** Failure by Tenant to maintain insurance and to provide certificates as required by this Lease, **(c)** Insolvency or admission of insolvency by Tenant, the filing by or against Tenant of any bankruptcy, receivership or other proceeding under State or Federal law, or entering into or acquiescence by Tenant to any arrangement affecting the rights of Tenant's creditors generally, or attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, or **(d)** Failure by Tenant to fulfill any other obligation under this Lease, if such failure is not cured within twenty days of notice from Landlord to Tenant, or such longer period as may reasonably be necessary, not to exceed a total of forty days, if Tenant promptly commences and diligently pursues such cure.

13.2 Termination by Notice. If a Tenant Default occurs, in addition to any other rights or remedies, Landlord will have the right to terminate this Lease and recover possession of the Premises by written notice to Tenant, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice.

13.3 Landlord's Remedies. In addition to any other rights or remedies, if Landlord terminates this Lease for a Tenant Default, Landlord will have the right to recover as damages from Tenant: (a) any amounts owing from Tenant to Landlord at the time of termination, (b) all of Landlord's expenses, including reasonable legal fees, incurred in recovering possession of the Premises and in proving and collecting the sums due from Tenant hereunder. Landlord shall also have the right to enter the Premises and to perform any obligation as to which a Tenant Default has arisen, without being deemed to have cured such Tenant Default and without liability to Tenant, and Tenant shall reimburse Landlord for any cost and expense thus incurred promptly upon demand as additional rent and/or damages hereunder.

14. LANDLORD DEFAULTS:

14.1 Events of Default. Failure by Landlord to observe any of its obligations under this Lease, or a breach of any warranty or representation by Landlord, will constitute a default (a "Landlord Default") only if such failure continues for a period of thirty days (and such additional time as may be reasonably necessary for Landlord to remedy such failure) after Landlord receives notice of such failure from Tenant, setting forth in reasonable detail the nature and extent of Landlord's failure and identifying the provisions of this Lease alleged to have been violated.

14.2 Tenant's Remedies. If a Landlord Default occurs and such Landlord Default directly affects and materially impairs Tenant's use and enjoyment of the Premises for the Permitted Uses, Tenant may terminate this lease upon written notice to Landlord. Tenant will have no right of self-help, or any right to withhold, set-off, or abate rent. In no event will Landlord be liable for punitive damages, lost profits, business interruption, speculative, consequential or other such damages.

14.3 Independent Covenants. Except as specifically provided herein, the obligations of Tenant under this Lease and the obligations of Landlord, are independent and not mutually dependent covenants and the failure of Landlord to perform any obligation hereunder will not justify or empower Tenant to withhold rent, or to terminate this Lease except as set forth herein.

15. MISCELLANEOUS PROVISIONS:

15.1 Amendments and Waivers. This Lease may not be amended except by a writing, duly executed by both parties, and no waiver or consent will be effective unless in writing and signed by Landlord. A waiver or consent by Landlord hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.

15.2 Interpretation. Both parties acknowledge that they have fully read and understood this Lease and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this Lease will be construed in favor or against either party by virtue of such party being the drafter of such provision. Enumeration of some but not all items of a class should not be construed as excluding others, notwithstanding the absence of the phrase "without limitation" or words of like meaning.

15.3 Invalid Provisions. If any provision of this Lease is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this Lease will be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.

15.6 Successors and Assigns. The benefits and burdens of this Lease will extend to the original Landlord and Tenant and to their respective successors and assigns, who will be included within the terms "Landlord" and "Tenant" as used herein, provided that no transferee

from Tenant in violation of the provisions of this Lease will be entitled to any of the rights or benefits of a Tenant hereunder.

15.8 Entire Agreement. This Lease contains the entire agreement of the parties respecting the Premises and there are no other agreements or understandings between the parties regarding the subject matter of this Lease, any prior agreements being merged herein and superseded.

The executed Contract Documents shall consist of the following:

- a. Legal Notice – Milford Daily News & Central Register
- b. Town’s Request for Proposals & Specifications
- c. Three (3) signed copies of the Lease Agreement
- d. Tenant’s Complete Proposal (Exhibit A)
- e. Disclosure of Beneficial Interests in Real Property Transaction (Exhibit B)
- f. Certificate of Non-collusion and Tax Compliance (Exhibit C)
- g. A certification of Vote of the Organization’s Board of Directors Authorizing Submittal of the proposal and execution of a lease. (Exhibit D)
- h. Certificate of Insurance (provided by proposer)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD, TOWN OF MEDWAY
By: its Board of Selectmen

Glenn Trindade, Chairman

Dennis Crowley

Richard Dunne

John Foresto

Andy Espinosa

TENANT
by:

RFP Attachment
CERTIFICATE OF VOTE OF ORGANIZATION

At a duly authorized meeting of the Board of Directors of the _____
(name of corporation)

held on _____, Directors were present or waived notice, it was voted that
(date)

_____ of this organization be and
(name and title)

hereby is authorized to submit proposals and execute a lease in the name and behalf of said organization, and affix its Corporate Seal thereto, and such execution of any lease in this organization's name on its behalf by such _____ under seal of the
(officer)
Organization shall be valid and binding upon this organization.

A TRUE COPY, ATTEST: _____

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Organization)

that _____ is the duly elected _____ of said
(Name of Officer) (Title)

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

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 2009

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed before me.

Notary Public _____
My commission expires:

RFP Attachment

**CERTIFICATE of GOOD FAITH, NON-COLLUSION, TAX COMPLIANCE &
AUTHORITY**

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under the pains and penalties of perjury that he/she is the authorized on behalf of the contractor named below to submit bids and proposals and execute contracts in the name on behalf of said contractor. If the bidder is a corporation, a clerk's certificate of the vote of a Director's meeting will be provided.

Social Security Number or Federal Identification Number

Company Name

Printed Name of Signer

Signature

**Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.**

RFP Attachment

DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF REAL PROPERTY

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

- (1) REAL PROPERTY DESCRIPTION:
- (2) TYPE OF TRANSACTION:
- (3) SELLER or LESSOR:
- (4) BUYER or LESSEE.
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____