



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**Request for Proposal (RFP)  
Americans with Disabilities Act (ADA) Evaluation  
RFP # YFS-23-R-001**

**PART 1 GENERAL INFORMATION**

**1.01 General Information and Proposal Submission Information**

- All Proposals must be delivered by **11:00 am on March 23, 2023.**
- Proposals received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such bid(s).
- Proposals shall be emailed to [procurement@townhall.westwood.ma.us](mailto:procurement@townhall.westwood.ma.us).
- Proposals for this project will be broken into two (2) sections: The Non-Price Proposal and the Price Proposal. Each section shall be emailed separately and signed by an authorized representative of the proposer.
- Emails shall be titled “**Non- Price Proposal # YFS-23-R-001, ADA Study.**” and “**Price Proposal # YFS-23-R-001, ADA Study.**”
- Each **Non-Price Proposal** shall contain:
  - Non-Price Proposals shall be limited to 10 pages (excluding supplemental attachments).
  - A comprehensive point-by-point response to all items listed in Attachment A, Scope of Work. Each Task shall be addressed.
  - Tax Compliance Certification
  - Non-collusion Certification
  - Signature Form
- **The proposal must also include a Signature Form.** When the Bid Signature Form is completed, it declares:
  - The only parties interested in this bid are the Principals named herein.
  - No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.
  - In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder’s ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments A-D **must be completed and be submitted** with the bid documents. Attachments A shall be Included in Price Proposal. Attachments B-D shall be Included in Non- Price Proposal.
  - Attachment A – Bid Form
  - Attachment B – Certificate of Non-Collusion
  - Attachment C – Tax Compliance Certification
  - Attachment D – Signature Page

### 1.02 Questions Regarding the Bid

**Questions** concerning this Request for Proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at [Procurement@townhall.westwood.ma.us](mailto:Procurement@townhall.westwood.ma.us). Questions may be delivered or mailed. Written responses will be posted on the Westwood Town Hall website.

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

### 1.03 Information about Changes to the Bid

In the event that changes/additions are made to this bid, an addendum will be issued. **Addenda will be posted to the Town's website where the bid package was made available.** Please check back on the website for addenda before submitting your bid to the Town. Bidders may not be notified individually of Addenda.



## **TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS**

### **1.04 Bonds, Insurance, and Indemnification**

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

#### **Indemnification**

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

### **1.05 Payment and Discount Terms, Adjustments for Incomplete Work**

#### **Payment Terms**

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

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

#### **Adjustments for Incomplete or Unacceptable Work**

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable. The vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the vendor.

### **1.06 Bid Modifications or Withdrawals**

Bids may be corrected, modified, or withdrawn prior to the submission deadline. Requests to do so must be received in writing by the Town. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

### **1.07 Premature Opening of a Bid**

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

### **1.08 Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until **12:00 p.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

### **1.09 Late Submissions**

Late bids will not be considered. The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems.

### **1.10 Rejection of Bids**

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

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

### **1.11 Taxes**

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

### **1.12 Public Records**

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus, bidders who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the bidder in response to this Bid will be open for inspection by any person and in accordance with M.G.L.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

c.66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded

### 1.13 Contract Award

**The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

A contract is anticipated to be executed within thirty (30) days, or sooner. However, the Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected bidder is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

Changes to the terms of the Town's contract may be requested by the bidder in writing and submitted with the bid and if, in the opinion of the Town, the requested inclusion(s) and/or deletion(s) does not materially affect the bid, they may be allowed at the sole discretion of the Town. Bidders shall NOT be allowed to request any changes to the contract terms once award of contract

## PART 2 SCOPE OF SERVICES

### 2.01 Overview:

The Town of Westwood seeks a bidder to provide a Self-Evaluation of Westwood facilities to determine the Town's compliance with the Americans with Disabilities Act (ADA) and a Transition Plan to identify necessary modifications to meet the ADA requirements. The self-evaluation will identify any barriers to accessibility. The transition plan will help determine the corrections necessary to achieve full accessibility.

The Town will award the contract to the most advantageous proposal from a responsible and responsive bidder, taking into consideration price and non-price proposals.

### 2.02 Project Background:

All public entities under Title II of the Americans with Disabilities Act (ADA) are subject to complete a self-evaluation and transition plan that serves to provide a strategy for making public buildings, services, activities, and programs more accessible.



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

The Town of Westwood, in partnership with the Westwood Commission on Disabilities, will engage a vendor with demonstrated expertise in municipal ADA self-assessments and transition plans. The ideal applicant will have a minimum of five years of experience, will demonstrate knowledge of federal and state requirements for accessibility, and will demonstrate fluency in the concepts of universal and inclusive design.

The chosen vendor will provide a *Self-Evaluation* of Westwood facilities to determine the Town's compliance with the Americans with Disabilities Act and a *Transition Plan* to identify necessary modifications to meet the ADA requirements. The self-evaluation will identify any barriers to accessibility. The transition plan will help determine the corrections necessary to achieve full accessibility.

The buildings to be included in the self-evaluation and transition plan are referenced, both explicitly and implicitly, in our strategic priorities since that commitment.

### **2.03 Scope of Work & Qualifications:**

The Town of Westwood, in partnership with the Westwood Commission on Disability, will engage a consultant/consulting agency with demonstrated expertise in municipal ADA self-assessments and transition plans. The ideal applicant will have many years of experience, will demonstrate knowledge of federal and state requirements for accessibility, and will demonstrate fluency in the concepts of universal and inclusive design.

The chosen consultant will provide an updated Self-Evaluation of Westwood facilities to determine the Town's compliance with the Americans with Disabilities Act and an updated Transition Plan to identify necessary modifications to meet the ADA requirements. The self-evaluation will identify barriers to physical accessibility as well as program accessibility.

The transition plan will help determine the actions necessary to achieve full accessibility. When required, the transition plan will include written scopes of work to be used when the Town is prepared to take follow-on actions regarding the recommended actions.

Included in the updated self-evaluation and transition plan will be Town facilities, recreation fields, parks and playgrounds, as well as policies, procedures, and programs.

Expectations of the chosen consultant/consulting agency include:

- Narrative summaries for each building and outdoor area listed in the Town's RFP that detail areas of compliance and areas of non-compliance with the ADA.
- Cost estimates for bringing non-compliant elements up to ADA standards;
- A prioritized list of alternative corrective actions for the Town's consideration;



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- An executive summary or cover memo outlining the consultant's findings; and
- A presentation at public meetings of the consultant's efforts and findings to the Town's Select Board as well as to the Westwood Commission on Disability.

The Scope of Work shall be divided into four (4) Tasks. Each Task shall address the self-evaluation and the transition plans for each area. Tasks are:

- Task 1 – Buildings and Facilities managed by Town
- Task 2 – Outdoor Spaces shared by Town and School Department
- Task 3 – Indoor Facilities managed by School and used by Town and School
- Task 4 – Policy Review

### **2.04 Facilities**

Task 1 - The buildings to be included in the self-evaluation and transition plan are:

- Carby Street Office (8,475 sq. ft.)
- Town Hall (10,265 sq. ft.)
- Police Station (18,732 sq. ft.)
- Main Fire Station (13,533 sq. ft.)
- Main Library (32,000 sq. ft.)
- Council on Aging (COA) / Senior Center (5,798 sq. ft.)
- Fire Station 2 (11,971 sq. ft.)
- Wentworth Hall (8,230 sq. ft.)

Task 2 - The recreation fields, parks, and playgrounds to be included in the self-evaluation and transition plan are:

- Downey School – Soccer and Baseball
- Hanlon School – Soccer and Baseball
- School Street Playground
- School Street baseball fields (2)
- Deerfield School - Softball (2) and Soccer
- COA Tot Lot (playground)
- Sheehan Fields – Soccer (2) Baseball (2)
- High School – Baseball, Softball and 2 Synthetic turf fields
- Middle School – Soccer (2), Baseball, Softball, Field hockey
- Lodge Soccer Field
- June Street Playground
- Martha Jones – Baseball
- Morrison Park – Baseball and Softball



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

Task 3 - The spaces within Westwood Public Schools that are used by the Town for public business and are to be included in the self-evaluation and transition plan are:

- High School Auditorium
- High School Gymnasium
- High School Pool
- High School Tennis Courts
- Town Recreation Department (within High School)
- Town IT Department (within High School)
- High School Faculty and Student Parking Lot
- Downey Elementary Tennis Courts
- Downey Elementary Cafeteria
- Deerfield Elementary Gymnasium

Westwood Public School **buildings** are not included in this ADA Self-Evaluation and Transition Plan, only the fields and recreational areas of the schools listed below that are used by the Town for public programming:

The Town of Westwood has a number of reference documents that may be used as part of this project. Those documents include:

- ADA Self- Evaluation, 1992
- Municipal Capital Needs Assessment, 2016
- ADA Self-Evaluation and Transition Plan for Municipalities, 2019
- Westwood ADA Self-Evaluation and Transition Plan, 2019
- Westwood Open Space and Recreation Plan, 2019

### 2.05 Policies

A review of policies, procedures and programs identifying any necessary revisions.

- A prioritized list of corrective actions for the Town's consideration;
- An executive summary or cover memo outlining the vendor's efforts and findings; and
- A presentation about the vendor's efforts and findings to the Westwood Commission on Disabilities at a time to be arranged by the vendor and the Commission on Disabilities.





## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

### **2.06 Deliverables:**

- Interim updates
- A final report in the form of a written submittal, including an executive summary of findings, prioritized strategies for improvement and recommended processes to create meaningful and lasting change.
- Written work descriptions for recommended change.

### **2.07 Project Timeline:**

The project is scheduled to begin in March of 2023 and completed by June 15, 2023. The Contractor will provide interim updates throughout the project.

### **2.08 Proposal Submission Requirements:**

- A work plan describing methodologies as well as roles and responsibilities within the team
- Sample reports demonstrating capacity to meet deliverables
- A summary of experience providing ADA Self-Assessments
- Professional training and short bios of the proposed project team leaders
- A sample list of past and current clients, including at least two municipalities
- Contact information for a minimum of 3 relevant references.
- Timeline
- Estimated costs. For planning purposes only, the Town has a maximum budget of \$95,000 for this project.

### **2.09 Evaluation of Proposals:**

The Town will award the contract to the most advantageous proposal from a responsible and responsive bidder, taking into consideration price and non-price proposals.

All responsive proposals that satisfy the proposal submission requirements and the minimum criteria will be evaluated and ranked on the comparative criteria as follows:

- Highly advantageous
- Advantageous
- Not Advantageous
- Unacceptable (does not meet the minimum criteria)



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

### **Minimum Evaluation Criteria:**

For the bidder's proposal to be considered the following minimum requirements must be satisfied.

1. The bidder must identify all staff members, consultants, or sub-contractors who will be assigned to work on this project and must provide information on the education, training, credentials, and work experience for all staff members, consultants, or sub-contractors.
  
2. The bidder must demonstrate the ability to commence and perform required work promptly upon award of contract and complete within the required timeline.
  
3. The bidder must acknowledge the deliverables specified in this RFP and indicate the date by which all deliverables will be completed.

### **Comparative Evaluation Criteria:**

Once the Town has determined that the Minimum Evaluation Criteria has been met, each proposal will be evaluated based on the following:

	Highly advantageous	Advantageous	Not Advantageous	Unacceptable
<i>Experience of the Contractor</i>	Bidder and any staff members that will be assigned to this project have fifteen (15) or more years of combined experience providing ADA Accessibility assessments along with transition plans and cost estimates in a specifically municipal setting. The Bidder will have a demonstrated knowledge of	Bidder and any staff members that will be assigned to this project have between ten (10) and fifteen (15) more years of combined experience providing ADA Accessibility assessments along with transition plans and cost estimates in a municipal or state government setting. The Bidder will have a demonstrated	Bidder and any staff members that will be assigned to this project have between five (5) and ten (10) years of combined experience providing ADA Accessibility assessments along with transition plans and cost estimates in a municipal, state government, or non-profit setting. The Bidder will have	Bidder and any staff members that will be assigned to this project do not have five (5) or more years of combined experience providing ADA Accessibility assessments along with transition plans and cost estimates in a municipal, state government, or non-profit setting. The Bidder demonstrates



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

	<p>federal and state requirements for accessibility, and will demonstrate fluency in the concepts of universal and inclusive design through work projects in the last five-plus years (2016 – 2021)</p>	<p>knowledge of federal and state requirements for accessibility, and will demonstrate fluency in the concepts of universal and inclusive design through work projects which occurred before 2017.</p>	<p>a demonstrated knowledge of federal or state requirements for accessibility, and will demonstrate limited understanding of the concepts of universal and inclusive design through previous work projects (regardless of timing).</p>	<p>knowledge of neither federal nor state requirements for accessibility, and evinces little to no understanding of the concepts of universal and inclusive design.</p>
<p><i>Proposed ADA Self Evaluation and Transition Plan Details</i></p>	<p>Bidder proposes a project schedule that is realistic and time-framed, includes assigned times to evaluate each building and all outdoor areas, outlines in detail how cost estimates of corrective actions will be developed, and includes a sample of transition plan and how recommended corrective actions will be prioritized.</p>	<p>Bidder proposes a project schedule that is realistic but where the time assigned to tasks is ill-defined, includes assigned times to evaluate each building and all outdoor areas, outlines in detail how cost estimates of corrective actions will be developed, and includes a sample of transition plan and how recommended corrective actions will be prioritized.</p>	<p>Bidder proposes a project schedule that is realistic but where the time assigned to tasks is ill-defined, includes assigned times to evaluate each building and all outdoor areas, does not provide sufficient details about how cost estimates of corrective actions will be developed, and fails to include a sample of transition plan and how recommended corrective actions will be prioritized.</p>	<p>Bidder proposes a project schedule that is unrealistic and where the time assigned to tasks is either ill-defined or missing entirely, does not include assigned times to evaluate each building and all outdoor areas, does not provide sufficient details about how cost estimates of corrective actions will be developed, and fails to include a sample of transition plan and how recommended corrective</p>



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

			.	actions will be prioritized.
<i>Price Structure</i>	Highly Advantageous technical proposal which offers the lowest price.	Highly Advantageous technical proposal which offers a competitive price or Advantageous technical proposal which offers the lowest price.	Advantageous technical proposal which offers a competitive price.	A proposal that is neither Highly Advantageous or Advantageous and is not the lowest price.

The Town will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals, the quality of the references, and the price proposals.

The Town shall NOT be responsible for any costs incurred by the bidder during the entire selection process. The Town will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the Town by providing appropriate information.

The Town will consider the completeness of the bidder's proposal and how well the proposal meets the needs of the Town. In evaluating the proposals, the Town will be using a criteria evaluation process which reflects a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Town may select other than the lowest cost proposal. The objective is to choose a firm capable of providing quality services that will assist the Town in achieving the goals and objectives of the requested services within a reasonable budget. For planning purposes only, the Town has a maximum budget of \$95,000 for this project.



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT A  
BID FORM**

Bid form must be completed in legible ink or typed. The bid price for each item on the form shall be stated in figures. Discrepancies between indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. Please Attach Additional Sheets if necessary.

<b>TASK 1 PRICE</b>	\$ _____
<b>TASK 2 PRICE</b>	\$ _____
<b>TASK 3 PRICE</b>	\$ _____
<b>TASK 4 PRICE</b>	\$ _____
<b>TOTAL PROPOSAL PRICE</b>	\$ _____

Detailed pricing shall be attached.

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

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Business Email



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT B  
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.

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Signature of individual submitting bid or proposal

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Printed Name of individual submitting bid or proposal

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Name of business



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT C  
TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.  
Signed under the penalties of perjury.

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

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

\_\_\_\_\_  
Name of business



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT D  
SIGNATURE PAGE**

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Corporation, Company or Individual

\_\_\_\_\_  
Printed Name of Person Authorized to Sign

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address





**TOWN OF WESTWOOD**  
**COMMONWEALTH OF MASSACHUSETTS**

