

Request for Proposals (“RFP”)

Town of Hopkinton PUBLIC OUTREACH SUPPORT SERVICES FOR MWRA CONNECTION PROJECT Proposal #-024-03-003RFP

Legal Notice of Procurement

Sealed Proposals are **due by May 29, 2024 at 10:00 AM** Eastern Standard Time. Email submissions will not be accepted

The Town of Hopkinton, Massachusetts is seeking sealed proposals from qualified firms or individuals for a Public Outreach Support Services for a project put forth by the MWRA (Massachusetts Water Resources Authority) and the Hopkinton DPW (Department of Public Works.) Involvement with any Town of Hopkinton Procurement shall be in accordance with M.G.L 30B, c., 149, 30/ 39 M. 30, c. 30B & 5, c. 7C & 44-57 and Federal Procurement Standards under 2 CFR.

2 CFR (200.317-200.327). It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, CORI, DEP, and/or Federal, Commonwealth of Massachusetts rules and regulations or other requirements, as each may apply.

Proposal Submission Requirements

Sealed proposals for this project shall be received by the Town of Hopkinton from qualified proposers submitted on forms furnished by the Town and clearly identified on the outside of proposal envelopes with the name and address of the proposer, and the name and bid number of the project.

IMPORTANT: Proposals must be divided into two sealed envelopes, with the *technical (non-price)* information **submitted separately** from the *price proposal*. Please submit your technical proposal as follows: In a sealed envelope clearly marked “Technical Proposal” please submit one (1) original, plus five (5) copies and an electronic copy on a USB Flash Drive. The outside of this envelope should also state your company name and address.

In a separate, sealed envelope, clearly marked “Price Proposal” please submit one (1) original packet of your pricing proposal, The outside of this envelope should also state your company name and address.

Proposals shall be marked and delivered to:

Town of Hopkinton Town Hall
Attn: Maureen McKeon
18 Main Street, 2nd Floor
Hopkinton, MA 01748

Both proposal envelopes should reference Proposal #-024-03-003RFP and the name:

PUBLIC OUTREACH SUPPORT SERVICES FOR MWRA CONNECTION PROJECT

Proposals may be withdrawn prior to but not after this date, by submission of such. The contents of proposals will be kept confidential until the evaluation process is completed. However, at the time the technical proposals are opened, a register of proposals, including the name of each company and the location of their office will be made available to the public.

Deadline for questions will be 4 pm on May 23, 2024.

Proposals will be received until 10:00 a.m. on May 29, 2024, Eastern Standard Time. Proposals that are hand-delivered must be delivered to the 2nd floor of Town Hall and received by a Town staff member. Do not place bid packages in any of the outside drop boxes, counters, tables or mail room. Office hours are M-F 8:30 a.m.-4:00 p.m., excluding holidays.

Rule for Award

The Town will select a responsive and responsible Public Relations Consulting Firm or individual consultant submitting the most advantageous proposal. taking into consideration experience, staffing, references, plan, potentially, for providing services as well as the proposal price.

A selection committee appointed by Town management will evaluate the responses and make a recommendation to the Chief Procurement Officer (CPO) of the Town. The CPO will evaluate and decide on the issuance of a *Notice of Award* and a recommendation for the Town to enter into a contract. The Town will contract with the proposer identified as the most advantageous proposer. The selection, as noted, will be based on weighting both qualifications and price, as well as the following factors, in addition to others noted later in this document:

- Whether or not the submission procedures and requirements as set forth in this RFP have been met.
- Whether or not the minimum requirements as set forth in this RFP are met.
- Whether or not the firm's or individual's references are satisfactory.
- The merits of the proposed plan of services.
- Results from personal and/or telephone interviews, if conducted.
- The comparative evaluation ratings; and
- The price submission

The Town reserves the right to reject any and all proposals. This may be determined by examples where, in its judgment, proposers fail to meet the requirements of this RFP or cases in which proposals are incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if it is determined to be in the best interest of the Town.

In determining if a vendor is responsible and responsive, the Town is adding another set of criteria. It is expected that all vendors for the Town of Hopkinton be current with invoices (past & present) for goods/services provided by other Town departments including but not limited to outside police details & permit fees, if applicable.

The vendor shall maintain the insurances as outlined in the sample professional services contract during the term of the contract and shall provide certificates of such insurance at the time the executed contract is submitted.

All required Massachusetts workers compensation and employer's liability insurance for all claims under M.G.L. c. 152, to the extent applicable. The vendor shall require the same insurances from any of its subcontractors. The Town shall be named as an additional insured and the vendor waives subrogation against the Town as to said policies. The policies will provide that they will not be canceled or modified without 10 days prior notice to the Town.

Price quotations submitted in response to this bid solicitation must be effective for a minimum of (90) days from date of the proposal submittal deadline to allow the Town to tabulate, review, award, and administrative processing of purchase orders.

The Town reserves the right to waive minor discrepancies or permit a competing firm to clarify such minor discrepancies and so conduct discussions with all qualified competing firms in any manner necessary to serve the best interests of the Town. The Town reserves the right to award the contract up to ninety (90) days after the proposal due date. The Town also reserves the right to award a contract based upon written proposals received without prior discussions or negotiations. The Town will be the awarding and contracting authority.

Interpretation, correction, or change to RFP documents by the Town will be made by addendum which will be posted on the Town's website. **It is the responsibility of prospective proposers to check the Town website's Procurement Page often for addenda.**

Acknowledgement of all addenda must be included with proposal documents. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be provided to proposers. The Town shall not be responsible for other interpretations provided verbally by any Town employee, representative, or others.

The Town of Hopkinton is exempt from Federal and State Taxes. The Town's Certificate of Exemption number is 04-6001186. The proposer shall not include any sales tax on its pricing proposal. The Town's obligation hereunder is contingent upon the availability of appropriated funds from which payment from contract purposes can be made. No legal liability on the part of the Town for payment of any money shall arise unless and until funds are made available each year.

The Town of Hopkinton is an affirmative action/equal opportunity employer and encourages participation from certified minority- and women-owned businesses.

Town Contact (for document questions, RFP process questions or questions re: submission of proposals)

Maureen McKeon, MCPPO

Chief Procurement Officer

Town of Hopkinton

Town Hall, 18 Main Street, 2nd Floor

Hopkinton, Massachusetts 01748

email: mmckeon@hopkintonma.gov

(508) 497-9705 x1107

End of Legal Notice

PURPOSE OF THE RFP

The Town of Hopkinton is seeking proposals from qualified firms for Public Outreach Support Services For MWRA Connection Project. Public outreach will support public education and engagement with Town residents and businesses regarding the potential connection of the Town to the Massachusetts Water Resources Authority (MWRA) for drinking water supply through the Town of Southborough.

The goals of public outreach effort are to:

- Identify and coordinate with key stakeholders who will be affected by and interested in the project;
- Open lines of communication between the project team, stakeholders, and the public;
- Generate an interactive, collaborative, and credible source of information for project updates, questions, and other items of importance related to the MWRA connection;
- Ensure information is disseminated in a timely manner and is easy to understand;
- Provide multiple and convenient ways for stakeholders to receive information and/or comment on the project;
- Generate interest and support for the MWRA connection.

BACKGROUND

The Town of Hopkinton is pursuing a potential permanent connection to the Massachusetts Water Resources Authority (MWRA) to provide drinking water supply to the town of Hopkinton through the Town of Southborough. Currently, Hopkinton's customers are supplied drinking water by a number of community wells and a shared treatment plant with Ashland. The wells have poor water quality (i.e., PFAS, high iron and manganese) and generally insufficient capacity for the Town's current and future needs.

The Town is in the process of designing a new interconnection through Southborough that would be capable of delivering 2.7 million gallons of water per day to Hopkinton. The Town has hired Pare Corporation to assist with engineering and permitting the project. The Town also works with The Abrahams Group for our water and sewer rate analyses. Current cost estimate for the construction project is \$25 million with potential rate increases of 2-3 times current water rates. The project duration is expected to be 3 to 5 years.

Additional information about the project can be found on the Town's website at:

https://www.hopkintonma.gov/mwra_water_supply_connection/index.php

GENERAL INFORMATION

A. RECEIPT AND OPENING OF PROPOSAL

The Town of Hopkinton is soliciting proposals using a Request for Proposal (“RFP”) format. All respondents must submit separate technical and price proposals. The envelope containing the proposal must be sealed and clearly marked “Hopkinton - Proposal for Public Outreach Support Services for MWRA Connection Project”. The price proposal shall be in a separate, sealed envelope marked “Price Proposal for Public Outreach Support Services for MWRA Connection Project”. The Town will review technical proposals before considering price proposals. The review process will likely include interviews with parties submitting an RFP response.

Proposals shall be delivered in hard copy format in sealed envelopes clearly marked “Public Outreach Support Services for MWRA Connection Project” by 10:00 a.m. on **May 29, 2024** to:

Hopkinton Town Hall
Attn: Maureen McKeon - Procurement & Grants Manager
18 Main Street, 2nd Floor
Hopkinton, MA 01748

Any proposals received after the first proposal has been opened, or that do not comply with the requirements herein, shall be considered informal and will be rejected.

Proposals will not be opened publicly, but will be opened in the presence of one or more witnesses at the time stated in the due date section of the document. The contents of proposals shall remain confidential, and shall not be disclosed to competing Proposers until the completion of the evaluation. At the opening of proposals, the Town shall prepare a register of proposals for public inspection and will post on the Town website’s Procurement page.

Proposers will be responsible for complying with all state laws and regulations as they relate to responses to Request for Proposals.

B. QUESTIONS

Questions regarding this contract shall be submitted in writing to Maureen McKeon at mmckeon@hopkintonmma.gov by **4 pm on May 23, 2024** to be considered.

C. PROPOSAL SUBMISSION REQUIREMENTS

All proposals shall contain a technical proposal and a price proposal. In order to standardize the review process, the Proposer’s Project proposal must be presented in the following format and include the designated information. Proposers are cautioned that any deviation from this format may result in the disqualification of their submission

1. TECHNICAL PROPOSAL

Technical Proposals submitted in response to this RFP should consist of the following:

1. **Title Page**

- a. Project title
- b. Name of Proposer
- c. Address, telephone number and email address of Proposer
- d. Name of contact person
- e. Date of submission

2. **A Letter of Transmittal Proposal (limit to 1 - 5 pages)**

- a. Briefly state the submitter's understanding of the work to be done.
- b. Describe the Proposer's specific approach to complete the services to be performed and the work products to be provided as defined in this RFP.
- c. Briefly state the submitter's experience on experience similar to the scope of work for this RFP.
- d. Provide any other information you believe relevant to the decision of selection of the best Proposer for this project.
- e. This letter should be signed by the individual authorized to negotiate for and contractually bind the Proposer.

3. **Professional Experience and Qualifications**

- a. Provide a list of the firm's most significant projects (maximum of 3) performed in the last three years that are similar to the engagement described in the RFP. Include experience with municipalities and/or the water utilities. Indicate the type(s) of services performed and the time required to complete each project.
- b. Provide up to three (3) names, addresses, and telephone numbers of personnel of current and/or prior clients who may be contacted by the Town for reference.
- c. Provide a resume for each individual who may be assigned to the project which describes his/her professional qualifications, licenses, and experience in relevant government organizations, programs, activities, or functions. Additional information should include any specialized skills, training, or background in public media campaigns and/or environmental training. This may include participation in State or national professional organizations, speaker or instructor roles in conferences or seminars, or authorship of articles or books.
- d. Identify proposed sub-contractors, if any, and the portion(s) of the project for which they will be used.

4. **Approach to the Project**

Describe the Proposer's specific approach to public outreach and engagement for this project. Provide an understanding of the services to be performed and the work products to be provided as defined in this RFP.

At minimum, the Town anticipates that the public outreach and engagement efforts will consist of the following.

Task 1: Identify and engage stakeholders

The consulting firm will work with the Town to develop the list of stakeholders (public and private) for this project. This list will include stakeholders in the categories below and will be updated over the course of the project based on impact, interest and inquires:

- Residents
- Local businesses and other ratepayers
- Community groups
- Relevant Town staff (DPW, Town Manager, etc.) in both Hopkinton and Southborough
- Elected officials (in both Hopkinton and Southborough and state officials)
- Regulators (Water Resources Committee, MassDEP)

Deliverable: Project Stakeholder List

Task 2: Develop an Outreach and Involvement Plan

The consulting firm will develop an overall outreach strategy for this project. The consulting firm will need to work with the Town staff, the Town's engineering consultant, and the Town's financial consultant to obtain information about the project. The strategy is expected to include a mix of outreach material, public meetings, and other interactive tools that contribute to the overall success of the project.

Deliverable: Public Outreach and Involvement Plan

Task 3: Develop outreach materials and tools

Outreach materials will focus on:

- Design, permitting, and construction of the project
 - Rate impacts from the project
- a. Project Website
- Develop a project website to be hosted on the Town's website with a project overview, relevant project documents and materials, as well as links to sign up for project email updates.
 - Update the project website with announcements regarding document availability, information about upcoming meetings and events, and other project materials.
- b. Email Blasts

- Provide regular email updates to the project mailing list, including notification of upcoming meetings, construction, and service alerts.
- c. Social Media Posts
- Provide regular social media posts which can be shared through the Town's Facebook, twitter/X, LinkedIn, and/or Instagram accounts including project updates, notification of upcoming meetings, construction, and service alerts.
- d. Local Media
- Develop and provide content to the Town for distribution to local and regional papers, reputable news and civic blogs, and public access television and radio.
- e. Town Public Meetings and Updates to Elected Officials
- Prepare and present written summaries and presentations at public meetings and for elected officials, in advance of key milestones and to provide timely updates.
- f. Community Meetings
- Organize, set up, staff and summarize community meetings on the project.
 - Develop meeting flyers and social media posts to help spread the word about upcoming public meetings. They should include all information about the meeting so that someone without internet access would have sufficient information to attend the public meeting.
 - Reach out to local community and business groups to publicize the meeting to their members.
 - Provide copies of meeting presentations and informational materials on the project website.
- g. Annual or Special Town Meeting
- Provide outreach support leading up to Town Meeting with appropriate stakeholder groups, boards and committees, and town officials.
 - Develop project flyers and presentation to support related warrant articles at Town Meeting.
 - Provide copies of project flyers at Town Meeting.
 - Post materials on the project website following Town Meeting.
- h. Tracking
- Tracking is important for any outreach program to help staff maintain records of incoming information (comments and questions received from the public) and outward-facing activities (events, meetings, e-blasts, etc.).
- Maintain a comment log for the project. Key issues discussed at briefings or community meetings, as well as submitted online and via email, will be captured and tracked in this issues log.

- Maintain an outreach log including logging any direct outreach to stakeholders, all meetings, events, e-blasts, etc., for the project.

Deliverables: website, email blasts, and outreach and comment logs; meeting flyers, agendas, summaries, and other meeting materials, as appropriate

5. Attachments of this RFP (i.e. required forms)

Proposers are required to complete and return the following with its Technical Proposal:

- a. Signature Page
- b. Certificate of Non Collusion must be signed or the RFP will be rejected
- c. Certificate of Corporate Bidder
- d. Certificate of Corporate Vote
- e. Attestation of Tax Compliance

2. PRICE PROPOSAL

The separate Price Proposal must provide a cost breakdown of fixed hourly rate for personnel and expenses.

D. EVALUATION PROCEDURES AND NEGOTIATION

All proposals will be evaluated on the basis of highly advantageous, advantageous, not advantageous, or unacceptable. The Town may use such procedures that it deems appropriate to evaluate such proposals. A Contract will be awarded to the vendor that offers the most advantageous proposal. The Town will select the responsive and responsible Proposer submitting the most advantageous proposal taking into consideration for firm's experience, references and plan of services as well as the proposal price. Cost will be considered in determining award, but will not be the deciding factor of award, and a Contract may be awarded to other than the Proposer proposing the lowest price. The Town reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

1. EVALUATION CRITERIA

The following represents the principal criteria, which will be considered during the evaluation process.

- a. Mandatory Elements
 - i. The Proposer has no conflict of interest with regard to any other work performed by the Proposer for the Town, MWRA, and other entities.

- ii. The Proposer adheres to the instructions in this request for proposal on preparing and submitting the proposal. Required attachments listed must be included.
- iii. The Proposer has a record of quality work.

Highly Advantageous – The Proposer provides Mandatory Elements of the RFP in the formats required by the RFP.

Advantageous – The Proposer provides Mandatory Elements of the RFP.

Not Advantageous - The Proposer provides Mandatory Elements of the RFP, when prompted by the Town.

Unacceptable - The Proposer does not provide Mandatory Elements in RFP.

b. Project Qualifications - Expertise and Experience

- i. The Proposer’s past experience and performance on comparable engagements.
- ii. The quality of the Proposer’s professional personnel to be assigned to the engagement and the quality of the Proposer’s management support personnel to be available for Project consultation.
- iii. Adequacy of demonstrated coordination of projects with multiple stakeholders on past similar campaigns.

Highly Advantageous – The Proposer has at least 5 or more years of relevant experience in similar public outreach projects, highly qualified personnel to be assigned to the project and has demonstrated the ability to provide high quality coordination of projects with multiple stakeholders.

Advantageous - The Proposer has at least 3-4 years of relevant experience in similar public outreach projects, qualified personnel to be assigned to the project and has demonstrated the ability to provide quality coordination of projects with multiple stakeholders.

Not Advantageous - The Proposer has less than 3 years or limited relevant experience, limited qualified personnel are assigned to the project, and has not demonstrated the ability to provide quality coordination of projects with multiple stakeholders.

Unacceptable - The Proposer has at less than 3 years of relevant experience and does not demonstrate the ability to provide qualified personnel

c. Project Approach

- 1. Adequacy of proposed services.
- 2. Adequacy of projected materials and time that demonstrates maximum production.

Highly Advantageous – The Proposer provides a high quality approach, staffing plan, and the proposal demonstrates a high value of maximum production of quality product and services.

Advantageous - The Proposer provides a quality staffing approach and the proposal demonstrates an acceptable value of maximum production of quality product and services.

Not Advantageous - The Proposer provides a low quality staffing approach and does not provide a clear indication of maximum production.

Unacceptable - The Proposer does not provide an acceptable staffing approach, timeline or maximum production plan.

d. Price

The Price will be considered in the overall evaluation criteria.

2. RULE FOR AWARD

The City Town will select the responsive and responsible Proposer submitting the most advantageous proposal taking into consideration for firm's experience, references and plan of services as well as the proposal price.

Cost will be considered in determining award, but will not be the deciding factor of award, and a Contract may be awarded to other than the Proposer proposing the lowest price.

E. STANDARD AGREEMENT

All work conducted under this document will be subject to Hopkinton's Standard Agreement. A copy of the Standard Agreement is inserted below for reference.

F. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

In connection with the performance of work under this proposal, the Bidder/Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Bidder/Proposer shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

In connection with the performance of work under this proposal, the Bidder/Proposer shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

The Bidder/Proposer shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

**Town of Hopkinton
PUBLIC OUTREACH SUPPORT SERVICES
FOR
MWRA CONNECTION PROJECT
Proposal #-024-03-003RFP**

**PRICE PROPOSAL SUBMISSION FORM
FORM TO BE INCLUDED IN THE PRICE PROPOSAL PACKET *ONLY***

_____ Company Name

Full Cost Price Quote in Numerals: \$_____

Full cost Price Quote in written language: _____

1) INDICATE THE HOURLY RATE OF ALL PERSONNEL TO BE INVOLVED WITH THE PROVISION OF SERVICES

NAME	TITLE	HOURLY RATE

PRICE PROPOSAL SUBMISSION FORM (continued)

2) LIST ANY TYPES OF CHARGES OTHER THAN PERSONNEL, SUCH AS OUT-OF-POCKET EXPENSES, TRAVEL/MILEAGE, ETC. BELOW. IF THERE WILL BE NONE, PLEASE WRITE "NONE" BELOW.

PRICE PROPOSAL SUBMISSION FORM (continued)

SIGNATURE PAGE

I/We the undersigned as bidder declare that I/We have read and understand the scope of work and conditions of this contract. Further, I/We propose and agree to supply the material as specified in the contract documents in the manner therein provided and in accordance with the requirements of the Department of Public Works therein set forth and I/We will accept the prices quoted herein as full compensation therefore.

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

Bids must include, at a minimum, Bid Schedule, Signature Page, Certificate of Non-Collusion, State Tax Certification Form, Bid Bond, and Acknowledgement of Receipt of any and all addenda.

(PLEASE TYPE ALL INFORMATION EXCEPT SIGNATURE(S))

For the Contractor

Company Name

Street Address

Company Phone Number(s)

Company Fax Number(s)

Company Email Address

Signature & Title

Please TYPE/PRINT Name

Date

COMPLIANCE CERTIFICATIONS

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.

Non-Discrimination and Affirmative Action

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et. seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities.

Public Contracts Debarment

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement, or non-procurement programs from the Commonwealth of Massachusetts & United States Federal Government. Vendors shall provide immediate written notification to the municipalities at any time during the period of the contract of prior or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the municipalities, the contract will be canceled and the award revoked.

Qualifications

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

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

Signature

Date

Name of person signing the proposal

Name of business

Email of person signing the proposal

CERTIFICATE OF CORPORATE VOTE

I, _____, Clerk of _____ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on _____, 20____ (DATE MUST BE EARLIER THAN DATE OF CONTRACT) at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED:

That _____ (Name of Officer authorized to sign for Corp.)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by such _____ ((Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a Certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the _____ Authority, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Hopkinton.

I further certify that _____ (Name of Officer)

is the duly elected _____ of said Corporation. (Title)

Signed _____ (Clerk-Secretary)

Place of Business _____

Date of Contract _____

EXAMPLE

CONTRACT FOR SERVICES

TOWN: Town of Hopkinton
TOWN'S REPRESENTATIVE: Norman Khumalo, Town Manager
VENDOR:
PROJECT:
SITE:
DATE:
BUDGET:

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:	MINIMUM INSURANCE LIMITS
General Liability (Bodily Injury & Property Damage):	\$1,000,000.00
General Liability – Aggregate:	\$3,000,000.00
Worker's Compensation:	\$ (as required by law)
Property Coverage (Materials in Transit)	\$ (value of materials)

Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$2,000,000.00
Umbrella Liability – Aggregate:	\$2,000,000.00
Professional Liability (Errors & Omissions):	\$2,000,000.00
Professional Liability – Aggregate:	\$2,000,000.00

PERSONNEL AND SUBCONTRACTORS:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN:

VENDOR:

By: Norman Khumalo

By: _____

Title: Town Manager

Title: _____

Date Signed: _____

Date Signed: _____

Approved as to availability of funds:

By: _____

Title: _____

Approved as to form:

By: _____

Title: _____

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

a. Charges for Services: Billing and Payment: Payments shall be made to the Vendor for Services ordered on a Proposal or used by the Town on a per-use basis in accordance with the **Rate Schedules** attached hereto as **Exhibit C**.

b. No Compensation for Certain Services: The Vendor shall not be compensated for any services made necessary by the fault or negligence of the Vendor

c. Subject to Appropriation: The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be

terminated immediately without liability of the Town of damages, lost profits, penalties, or other changes arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability

insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

Any Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.
- d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

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