

REQUEST FOR PROPOSALS

TOWN OF HOLLISTON TOWN-WIDE STRATEGIC PLAN PROJECT



PROPOSALS DUE BY JANUARY 12, 2023 AT 10AM
ADDRESSED TO ATTENTION OF TOWN ADMINISTRATOR
703 WASHINGTON STREET, HOLLISTON 01746



TOWN OF HOLLISTON

703 Washington Street
Holliston, MA 01746

508-429-0608

REQUEST FOR PROPOSALS (RFP)

TOWN OF HOLLISTON – TOWN-WIDE STRATEGIC PLAN DEVELOPMENT

The Town of Holliston is seeking sealed proposals for development of a **community-based 5-Year Town-Wide Strategic Plan, including a community vision for 2030**. Currently the Town has multiple departmental strategic plans available for the [Holliston Public Schools](#), Holliston Police Department, and multiple others, and has also formed an appointed Committee known as [Envisioning Future Holliston](#), which has performed two surveys, resulting in 1,100+ respondents.

Envisioning Future Holliston will be a volunteer committee in Holliston that works with the consultant to interface with the community and represent the needs of various stakeholders.

Sealed proposals will be received by the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 until January 12, 2023 at 10:00am. This RFP shall be governed by applicable provisions of the M.G.L. c. 30B.

Copies of this RFP and supporting documentation (survey data, etc.) may be obtained from the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 on or after Wednesday December 14, 2022 during normal business hours Monday, Wednesday, Thursday 8:30 am to 4:30 pm; Tuesday 8:30 am to 7:00 pm; Friday 8:30 am to 12:00 pm. Information is also available on the Town of Holliston website under the Procurement page: <https://www.townofholliston.us/town-links/pages/procurement-legal-notice>

Once submitted, all proposals shall remain in effect for sixty (60) days, Saturdays, Sundays and legal holiday included. The Town reserves the right to waive any informalities, to reject any or all proposals and to accept the quote deemed to be in the best interest of the Town of Holliston.

The selected proposer must be able to complete the Town-Wide Strategic Plan as more specifically outlined within the RFP within 10 months from the award of the contract.



TOWN OF HOLLISTON

RFP

TOWN OF HOLLISTON – TOWN-WIDE STRATEGIC PLAN DEVELOPMENT

1. OVERVIEW

The Town of Holliston is seeking sealed proposals for **development of a community-based 5-Year Town-Wide Strategic Plan, with a community vision for 2030.**

Currently the Town has multiple departmental strategic plans available for the [Holliston Public Schools](#), Holliston Police Department, and multiple others, and has also formed an appointed Committee known as [Envisioning Future Holliston](#), which has performed two surveys, resulting in 1,100+ respondents.

Envisioning Future Holliston will be a volunteer committee in Holliston that works with the consultant to interface with the community and represent the needs of various stakeholders.

2. SCOPE

The consulting services shall be broken down into six (6) sections with the option to be retained for further community engagement at the Town's sole discretion:

- a. **Community Engagement** – the consultant should be prepared to facilitate a community-based visioning process which may consist of public meetings, stakeholder group sessions, outreach forums, online survey(s), social media, information booths at local event(s), discussions with Town staff, innovative approaches and other appropriate outreach deemed necessary to achieve robust input from this diverse community.

The consultant should be prepared to engage the community, in large part, through Open Meetings of the Envisioning Future Holliston Committee (remote and/or in-person) with in a minimum of five (5) regularly scheduled public meetings and three (3) community forums or workshops (including a potential presentation to a future Town Meeting), each with an expected duration of two (2) hours, with a fee-for-time option of additional meetings to be provided in the price packet, as necessary;

- b. **Diversity, Equity & Inclusion (DEI)** – the consultant should be well versed in, and show a track record with, assisting the Envisioning Future Holliston Committee with

viewing this work of developing a Town-Wide Strategic Plan through a DEI lens; specifically, the Town of Holliston is looking for expertise and guidance in realizing gains along the continuum of change and growth in the capacity of diversity, equity, and inclusiveness across its programs and services;

- c. **Departmental Strategic Plan Assessment** – the consultant should be prepared to review and incorporate existing departmental Strategic Plan documents throughout the organization into a Town-Wide Strategic Plan, including but not limited to: the Holliston Public Schools 5-Year Strategic Plan, the Holliston Police Department’s 5-Year Strategic Plan, the Holliston Parks Master Plan, the Holliston Public Library 5-Year Strategic Plan;
- d. **Survey Analysis** – the consultant will be availed of survey data from 1,100+ responses to an Envisioning Future Holliston survey, including open ended comments and qualitative data, as well as survey data from a UMass Gerontological Institute for 55+ residents and stakeholders; should the consultant determine, with the support and agreement of the Town and Envisioning Future Holliston, that an additional or supplemental survey is required once the engagement has started, the proposal should include the estimated cost of such as an exercise to be accomplished through a potential change order;
- e. **Cost-Benefit Analysis** – the Town recognizes that direction from the Town-Wide Strategic Plan will have cost impacts on future operating budgets and the consultant, to the extent possible, must provide direction to Envisioning Future Holliston on estimated costs of recommended changes to service levels or service models. Additionally, the Town is interested in pursuing new strategic opportunities, and the consultant should be prepared to weigh potential opportunities in comparison to existing and/or mandated services that the Town provides at significant cost to taxpayers.
- f. **Town-Wide Strategic Plan document for FY2024 to FY2028 (5-Year)** with a Vision for 2023 shall be provided to the Town upon approval of the Envisioning Future Holliston Committee with 50 color copies and a PDF file. This document must incorporate a clear set of goals, action steps and policy statements that define the priorities and vision articulated by citizens and clarify how these goals will be achieved.

3. GENERAL CONDITIONS AND REQUIREMENTS

INSTRUCTIONS & SUBMISSIONS

- a. Copies of the Request for Proposals (RFP) may be obtained from the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746, during normal business hours, as posted.
- b. The deadline for the RFP submission is January 12, 2023 at 10:00 am. Proposals shall be submitted to the attention of the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 in a sealed envelope clearly marked “HOLLISTON TOWN-WIDE STRATEGIC PLAN”. Faxed or email proposals will not be accepted.

- c. On January 12, 2023 at 10:00 am, or after, the RFP documents will be opened at the Holliston Town Hall Conference Room 105 at 703 Washington Street, Holliston, MA 01746. The RFP documents will be reviewed by the Town Administrator and 3 members of the Envisioning Future Holliston Committee.
- d. Inquiries regarding this RFP must be in writing and submitted to the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 no later than January 4, 2023 by 12 pm. The Town's responses to inquiries will be provided to all parties who have requested copies of this RFP from the Chief Procurement Officer.
- e. The RFP may be corrected, modified, withdrawn or resubmitted prior to the deadline for the submission of the RFP by submitting the required number of copies of such correction, modification, withdrawal or new submission, clearly marked on the outside envelope with the appropriate heading, by deadline noted above.
- f. All proposals must be unconditional; any proposal that purports to impose conditions not included in this RFP will be deemed nonresponsive. The awarding authority may waive or allow a proposal submitter to correct minor informalities and omissions in the proposal if it decides, in its sole discretion, that such informality or omission is not prejudicial to the interests of the Town or to fair competition. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the awarding authority will correct the mistake to reflect the intended correct proposal and so notify the submitter in writing, and the proposer may not withdraw their proposal. A submitter may withdraw their proposal if a mistake is clearly evident on the face of the proposal document but the intended proposal is not similarly evident.
- g. The Town reserves the right to interview or seek additional information from any submitter after the RFP submission, but before making submitter selection, to reject any proposal if doing so is in the best interest of the Town, and to award to the next qualified submitter. Consistent with MGL c. 30B sec. 6, the Town reserves the right to award the project based on considerations other than price, so long as such award is advantageous to the Town.
- h. If, at the time of Submission Deadline, Town offices are closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or closure, the Submission Deadline will be postponed until 3 pm on the next regular Town business day. Proposals will be accepted until the new date and time.

FORM OF CONTRACT

The Town of Holliston's standard form of contract will be used as the contract document awarded to successful bidder.

4. SUBMISSION REQUIREMENTS

All submitters shall submit two sealed quotations, one non-price and one price. The non-priced and priced proposals must be submitted in separate sealed envelopes. Each proposal envelope must state; the proposal number, the company name and the date of opening.

- a. The non-priced proposal must include the following:
 - i. Letter of Submittal. The letter must be signed by the owner of the company and addressed to the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746. The letter must outline the submitter's understanding of the objectives articulated in the RFP.
 - ii. Applicant's Identification. Identify the name of the applicant or applicants, street address, mailing address and telephone number. Specify the legal form of the group, firm or corporation. List all officers, partners or owners of the entity by name, title and percentage of ownership and their addresses and telephone numbers.
 - iii. Project Scope. Outline the steps and or proposed actions to be taken to develop the project plans per the phases outlined in Section 2, Scope.
 - iv. RFP Forms. All forms attached hereto must be completed and submitted with the non-price proposal.
- b. All price proposals will include the following:
 - i. The cost for the completion of all deliverables as identified in Section 2 "SCOPE"

5. EVALUATION CRITERIA

- a. Minimum Requirements: Proposals must meet the following minimum criteria to qualify for competitive consideration:
 - i. Demonstrate complete conformance with all submission requirements as previously stated in the RFP;
 - ii. Documented experience with similar projects;
 - iii. The ability to complete all deliverables outlined in Section 2 within 10 months from the start of the project.
- b. Competitive Evaluation Criteria: The Town will evaluate each proposal for conformance with the objectives, submission requirements and threshold criteria outlined in this Request for Proposals. Preference categories have been established for the purpose of further distinguishing competitive proposals. In addition, the preference categories will be used to compare the relative advantages of each competing proposal. The following preference categories must be addressed in the proposal:
 - i. The Town of Holliston is in the MetroWest section of the Greater Boston area which is experiencing significant changes in population and demographics with projections indicating this trend will continue into the future. We are committed

to preparing for the future service needs created/impacted by these population and demographic trends and we expect this project, to the best extent possible, will assist our Envisioning Future Holliston volunteers and all residents/stakeholders to understand how **Diversity, Equity and Inclusion (DEI)** should work in concert with the outcome of this Town-Wide Strategic Plan. This includes evaluation of Holliston's DEI baseline, which will also be determined by a currently ongoing Equity Audit Focus Group:

1. The proposed plans demonstrate, through prior work experience, a proven track record with assisting community volunteers and stakeholders with developing a Strategic Plan through a DEI lens, given increasingly diverse constituencies – **Highly Advantageous**
 2. The proposed plans demonstrate, through prior work experience, a limited track record with assisting community volunteers and stakeholders with developing a Strategic Plan through a DEI lens, given increasingly diverse constituencies – **Advantageous**
 3. The proposed plans demonstrate, through prior work experience, minimal track record with assisting community volunteers and stakeholders with developing a Strategic Plan through a DEI lens, given increasingly diverse constituencies – **Not Advantageous**
- ii. The Town of Holliston is a **Municipal Vulnerability Preparedness (MVP)** community and as such we are committed to preparing for future climate change. We expect this project, to the best extent possible, to be in alignment with the climate change adaptation strategies that come with being an MVP community.
1. The proposed plans demonstrate direct alignment with MVP strategies – **Highly Advantageous**
 2. The proposed plans demonstrate some alignment with MVP strategies – **Advantageous**
 3. The proposed plans demonstrate minimal alignment with MVP strategies – **Not Advantageous**
- iii. The Town of Holliston is looking to ensure that all stakeholders have an opportunity to be involved in the development of the Town-Wide Strategic Plan. We expect that the consultant, to the best extent possible, **demonstrate an ability to ensure outreach to, and engagement with, the community at-large** through defined processes, specific technology platform(s), or other mechanisms.
1. The proposed plans demonstrate broadest possible outreach mechanism(s) and strategies – **Highly Advantageous**

2. The proposed plans demonstrate adequate outreach mechanism(s) and strategies – **Advantageous**
 3. The proposed plans demonstrate basic outreach mechanism(s) and strategies – **Not Advantageous**
- iv. The Town of Holliston is looking for an approachable and digestible **Town-Wide Strategic Plan document** that multiple stakeholders can use as an actionable “playbook” in future years which defines the Town’s vision, values and achievable goals. We expect the consultant to produce a document in print and for online platforms that is comprehensive and approachable to all stakeholders.
1. The proposed plans demonstrate an expertise in development of Strategic Plan documents for similar organizations to Holliston – **Highly Advantageous**
 2. The proposed plans demonstrate comparable experience in development of Strategic Plan documents for similar organizations to Holliston – **Advantageous**
 3. The proposed plans demonstrate comparable experience in development of Strategic Plan documents, but not for similar organizations to Holliston – **Not Advantageous**

6. **RULE FOR AWARD**

The project shall be awarded to the responsible and responsive submitter considered to be the most advantageous, taking into consideration the proposal’s criteria and price. The Town reserves the right to negotiate compensation with the successful submitter.

TOWN OF HOLLISTON¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Holliston, 703 Washington Street, Holliston, MA 01746 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe services or attach scope of services)

2. The Contract price to be paid to the Contractor by the Town is:
[insert price]

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town

¹ Contract Short Form - Services

will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed, and the related services are complete.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

4.3 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor prior to commencement of the Services, and shall be maintained throughout the duration of the Contract.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax,

express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Holliston shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Services provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Select Board; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and this Contract is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Holliston unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage;

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Holliston shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

Failure to provide and continue in force the following insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage from companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's proposal within thirty (30) days of receipt of an invoice detailing the services provided and acceptance from the Town of said services.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received

at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Holliston by:

The Contractor by:

Select Board Date

Signature Date

Print Name

Print Name & Title

Select Board Date

Certified as to
Appropriation/Availability of Funds:

Print Name

Town Accountant Date

Select Board Date

Print Name

Department Head Date

Print Name

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

Name

Federal Tax ID # or Social Security #

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

FOR TOWN'S INTERNAL USE ONLY. DO NOT ATTACH TO EXECUTED CONTRACTS.

Initials

- 1. Certification of Signatures _____
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature

- 2. Certificate of Good Faith and Non-collusion _____

- 3. Insurance Certificate _____
(showing Town as additional insured)
 - Matches amount of insurance required under contract

- 4. Certificate of Tax Compliance _____

- 5. Signed by Contractor _____
 - Matches certification by Corp officer of authority.

- 6. Certificate of Good Standing from Secretary of State _____

Contract Reviewed by: _____
Signature

Name, Title

FOR TOWN'S INTERNAL USE ONLY. DO NOT ATTACH TO EXECUTED CONTRACTS.