

Town Manager  
 Needham Town Hall  
 1471 Highland Avenue  
 Needham, Massachusetts 02492  
 Telephone 781-455-7500

**Acknowledgement of Receipt**

Release Date	<b>Monday, March 4, 2019</b>
Bid Title	<b>Commercial and Residential Growth Impact Study (Rebid)</b>
Bid Number	<b>19GEN181G</b>
Number of Documents	The Bid Package consists of one (1) PDF document.
Informational Session	<b>None</b>
Questions Due	<b>2 p.m., Thursday, March 14, 2019</b>
Bids Due	<b>11:00 a.m. Monday, March 25, 2019</b> to Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492

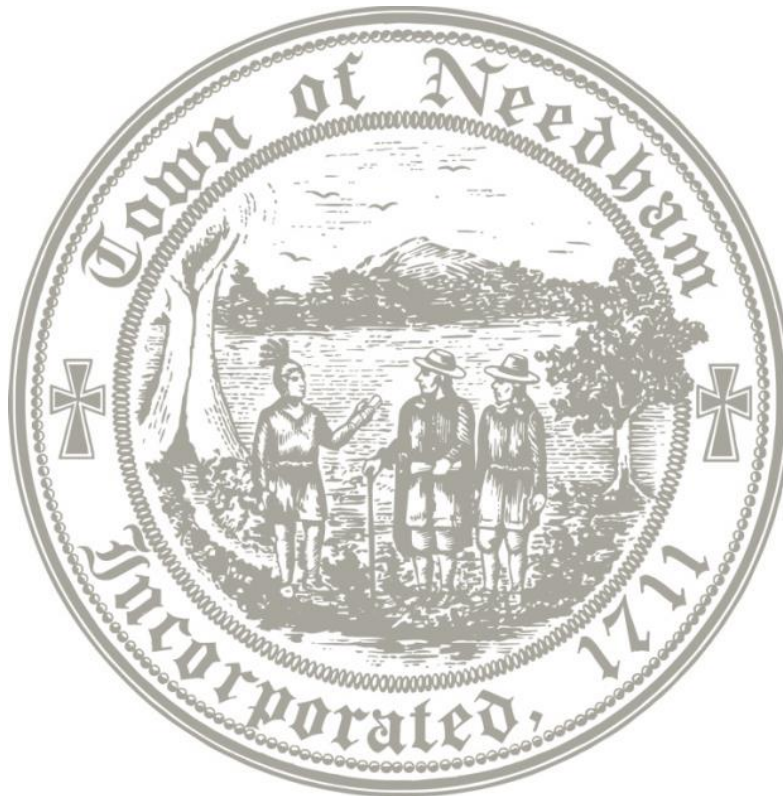
Please provide the requested information below as acknowledgment that you have received our bid package noted above **and your intention is to submit a bid**. It is recommended that interested bidders complete this acknowledgment and return via email to [pcentral@needhamma.gov](mailto:pcentral@needhamma.gov) . Only by doing this, will the Town be able to provide notification of addenda\* or answered questions relating to this Bid. **Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid and whose written questions will be addressed. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register.** Proposals from companies or individuals **not** acknowledging the addenda may be rejected as **not responsive**.

Name of Company or Individual <b>(Print)</b>	
Name / Title of Contact <b>(Print)</b>	
Address (line 1) <b>(Print)</b>	
Address (line 2) <b>(Print)</b>	
Telephone Number	
Fax Number	
E-mail Address <b>(Print)</b>	
Signature	
Date	

**\* Addenda will be posted to the website.** Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.

**Commercial and Residential Growth Impact Study (Rebid)  
19GEN181G**

Released: Monday, March 4, 2019



The Town has reissued this bid because no proposals were received prior to the submission deadline.

Deadline for Questions – 2:00 p.m.  
Thursday, March 14, 2019

**11:00 a.m. Monday, March 25, 2019**

Kate Fitzpatrick, Town Manager  
Town Hall  
1471 Highland Avenue  
Needham, Massachusetts 02492

(Advertised in the Needham Times issue of Thursday, March 7, 2019)  
(Advertised in Goods and Services Monday, March 4, 2019)  
(Advertised in COMMBUYS Monday, March 4, 2019)

**Town of Needham  
Request for Proposals**

Commercial and Residential Growth Impact Study (Rebid)  
**19GEN181G**

The Town of Needham is accepting sealed proposals from qualified consultants to perform a Commercial and Residential Growth Impact Study. Copies of the Request for Proposals (RFP) package will be available beginning Monday, March 4, 2019 online at the Town's web site [www.needhamma.gov/bids.aspx](http://www.needhamma.gov/bids.aspx) or by calling the Town Manager's Office 781-455-7500 between the hours of 8:30 a.m. – 5:00 p.m. Monday - Friday, and will be available until submission deadline. Please refer to the RFP for additional information. Sealed proposals must **submitted no later than 11:00 a.m. Monday, March 25, 2019** to Kate Fitzpatrick, Town Manager, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick  
Town Manager

**Commercial and Residential Growth Impact Study  
19GEN181G  
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<b>Town of Needham Procurement in Brief</b>		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Contract Manager	Kate Fitzpatrick, Town Manager	
Event	Date	Details
Bid Title	<b>Commercial and Residential Growth Impact Study</b>	
Contract Number	<b>19GEN181G</b>	
Request for Proposal (RFP) Available	<b>Monday, March 4, 2019</b>	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's web site <a href="http://www.needhamma.gov/bids.aspx">http://www.needhamma.gov/bids.aspx</a>
Informational Session	None	
Deadline for Written Questions*	<b>2:00 p.m. Thursday, March 14, 2019</b>	<b>By Delivery:</b> Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492  <b>By Fax:</b> Fax 781-449-4569  <b>By Email:</b> <a href="mailto:pcentral@needhamma.gov">pcentral@needhamma.gov</a>  Questions are to be clearly labeled as: <b>Commercial and Residential Growth Impact Study 19GEN181G – Questions</b>
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having received the bid package.	
When and Where Bids are Due*	<b>11:00 a.m. Monday, March 25, 2019</b>  LATE SUBMISSIONS WILL NOT BE CONSIDERED	Kate Fitzpatrick, Town Manager Needham Town Hall 1471 Highland Avenue, Needham, Massachusetts 02492  The bid is to be clearly marked on the outside of the package: <b>Commercial and Residential Growth Impact Study 19GEN181G</b>
Number of Required Copies	TWO	One (1) original and one (1) copy <b>PLUS</b> a complete copy in PDF on CD or thumb drive.
<b>Bid Opening</b>	Bids will <b>NOT</b> be publicly opened; a list of submitters will be made available after the submission deadline.	

<b>Town of Needham Procurement in Brief</b>		
Primary Procurement Contact	Tatiana Swanson, Finance and Procurement Coordinator Telephone: (781) 455-7500 X 280	
Contract Manager	Kate Fitzpatrick, Town Manager	
Event	Date	Details
Evaluation of Bids		Evaluation Committee members will independently review the technical proposals.
Proposal Presentation	<b>April 8 and April 9, 2019 in the evening.</b>	Bidders deemed qualified based on the evaluation of the written technical proposals <b>MAY</b> be required to make a presentation before the Evaluation Committee.
Bid Surety (bond) Requirements		A <b>Bid bond</b> is NOT required
Contract Length		Through project completion.
Contract Award**	The contract award should be within ninety (90) days after the submission deadline	Approval of Town Manager and Town Counsel is REQUIRED
<b>Upon Award of Contract</b>		
Payment Bond		Will NOT be Required
Performance Bond		Will NOT be Required
Insurance		Refer to contract terms
<p>* Written inquiries must be sent prior to the above date and time deadlines. The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the <b>Acknowledgement of Receipt</b> form. The time/date stamp machine located in the Town Manager's Office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. <b>The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</b></p>		

## **PART 1 – REQUEST FOR PROPOSAL AND GENERAL REQUIREMENTS**

### **1.01 ABOUT NEEDHAM**

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 - 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$165 million.

### **1.02 DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to provide a **commercial and residential growth impact study** and related services for the Town, comparative judgments of non-price technical factors will be necessary. The Town believes that the choice of a company must possess experience not only in providing these types of services for municipalities, but must also have a demonstrated ability to successfully complete the work required under this RFP. The contract will be awarded in accordance with Massachusetts General Laws, Chapter 30B using the request for proposals procedure.

### **1.03 QUANTITIES**

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Consultant shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

### **1.04 GENERAL CONTRACT TERMS**

The successful Bidder must enter into the Form Agreement prepared by the Town (Sample Available Online). In accordance with Massachusetts General Laws, the contract continuation beyond the first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all

required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

### **1.05 QUESTIONS REGARDING THE REQUEST FOR PROPOSAL (RFP)**

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

The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the **Acknowledgement of Receipt** form.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

### **1.06 INFORMATION ABOUT CHANGES TO THE RFP (ADDENDA)**

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

### **1.07 BONDS, INSURANCE, AND INDEMNIFICATION**

A **Payment Bond** will not be required.

A **Performance Bond** will not be required.

#### Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town



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

#### Indemnification

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

#### **1.08 RESERVED**

#### **1.09 PAYMENT AND DISCOUNT TERMS, ADJUSTMENTS FOR INCOMPLETE OR UNACCEPTABLE WORK**

##### Payment Terms

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

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number may change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

##### Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Consultant shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill

for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Consultant.

The Consultant shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Consultant, the Consultant will be required to make repairs and/or restitution immediately at its expense.

### **1.10 BID MODIFICATIONS OR WITHDRAWALS**

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

### **1.11 PREMATURE OPENING OF A BID**

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

### **1.12 UNEXPECTED CLOSURE OR DELAYS**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **11:00 a.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

### **1.13 LATE SUBMISSIONS**

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

### **1.14 REJECTION OF PROPOSALS**

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

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

### **1.15 TAXES**

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

## **1.16 PUBLIC RECORDS**

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus bidders who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the bidder in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

## **1.17 CONFLICT OF INTEREST**

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

## **1.18 OTHER NOTICES**

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

## **1.19 CONTRACT AWARD**

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

The contract will be awarded to the responsive and responsible Bidder providing the most advantageous proposal based on the scope of services, evaluation criteria, references, and price. Although price is a consideration, it will not be the sole determinant for awarding this contract. **The Town will award only a single contract.**

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to

execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Needham will then counter-sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

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

## **1.20 CLARIFICATION OF TERMINOLOGY**

All references in this Bid to features, functions, services, or deliverables that "should", "must", "will", "has ability to", etc. be provided by the bidder are to be construed as mandatory. Similarly, all references in this Bid to information that "should", "must", "will", "has ability to", etc. be provided in the bidder's proposal are to be construed as mandatory.

Bidders may be referred to alternatively as "bidders", "offerors", "respondents", "successful offerors", "successful bidders", "vendors", etc. All such references (except for those explicitly defined otherwise) are to the primary contractor who submits the proposal in response to this Bid and, if successful, who will be responsible for the successful completion of all required deliverables.

References to days are to work days unless otherwise explicitly stated.

Reference to time as stated in this RFP is based on local Eastern Time.

*End of Section*

## **PART 2 – SCOPE OF SERVICES**

### **2.01 – PURPOSE**

The Town of Needham is seeking proposals from qualified firms to conduct a commercial and residential growth impact study referred to by the Town as Needham 2025. The goal of the Needham 2025 project is to gain a better understanding of the impact of commercial and residential growth on the Town's infrastructure, including but not limited to: traffic, transportation, water, sewer, drains, roads and bridges, technology, and school facilities; and to identify options for managing that impact. **The Town has reissued this bid because no proposals were received prior to the submission deadline.**

### **2.02 – BACKGROUND**

Over the years, the Town has conducted facility master plans, demographic analyses for future school needs planning, and build-out analyses for special projects and zoning initiatives. The Needham 2025 project will provide a more complete Town-wide overview – identifying the reasonably anticipated range of commercial and residential growth by 2025, and the associated impact/pressure that may be placed on existing, planned, or prospective infrastructure by this growth and other regional trends.

The review will identify the improvements made to Town infrastructure over the past ten years, and planned capital investment (such as the Mitchell School, the Pollard School, the School Administration Building, and the DPW Complex).

Expert advice is being sought to identify gaps that may exist in the Town's existing and planned infrastructure investment because of reasonably anticipated commercial and residential growth.

### **2.03 – OTHER REFERENCE MATERIALS**

Town annually updates its five year Capital improvement plan and makes it available on the web site. The most current plan is for the FY2020 – FY2024 time period. Here is the link <http://needhamma.gov/index.aspx?nid=4716>.

The Town has a Housing Plan but not a Housing Production Plan. The plan is available on the web site. Here is the link <http://needhamma.gov/index.aspx?nid=1476>.

The Town's most recent facilities master plan was completed in 2014. The 2014 document is available on the web site. Here is the link to the page that has all sections of the report <http://needhamma.gov/index.aspx?nid=2119>.

### **2.04 – SCOPE OF WORK**

This Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Bidders may include additional details as part of their technical proposal. The technical proposal is to address all of the "Questions for Consultants" as to means and approaches to successfully complete the project. The bidder must plan on up to three public meetings, which will likely be during evening hours.

The Town is not expecting the consultant to provide detailed traffic studies of specific intersections. The Town is looking for the consultant to review previous traffic studies, and to review build out scenarios in order to provide an opinion of the theoretical impact of growth on traffic. The Town has conducted several traffic studies which will be made available to the selected consultant.

## **Population**

### *Questions for Consultants*

- What population figure for the Town of Needham is relevant for this planning effort?
- What is the projected population estimate based on known development?
- What population trends should the Town be concerned about?
- What will be the impact of population growth on capital facilities and horizontal infrastructure including water, sewer, roads, and utilities? What will be the impact on traffic and parking?

## **Housing Development**

### *Questions for Town Discussion*

- Is there a target population that the Town would like to achieve/maintain?
- If residential housing development is desired, where should it occur?

### *Questions for Consultants*

- What amount of residential housing development will trigger the need for new/upgraded infrastructure?
- Is it possible to create housing for people who would like to downsize in Needham?
- How can the Town create housing for this niche without hitting the tipping point for a new school?
- What parcels exist that could be consolidated or redeveloped by developers that would create a significant increase in the number of housing units in the Town?
- What must the Town do in order to maintain its 10% threshold of affordable housing?
- What would be the impact of allowing accessory dwelling units?

## **Economic Development**

### *Questions for Town Discussion*

- What will be the impact on the sense of community of increased commercial development?
- What level of the tax levy is the target for commercial value? Is the 20% historic target appropriate and/or realistic?
- How can the Town shift more of the tax base back toward the commercial sector?

### *Questions for Consultants*

- What is the impact of commercial development that is in place or permitted?
- How can the Town incent new and desirable construction?
- What transportation options are available to incent commercial development?
- In what sector is commercial growth occurring?
- How does the Town of Needham make itself attractive to that market?
- The goal of the Needham Crossing up-zoning was to develop 2.5 million s.f. of new commercial space. How will that be achieved? Is it achievable? What will be the impact on infrastructure if this build-out occurs?

## **Enrollment/Demographics**

### *Questions for Consultants*

- What are the enrollment trends?
- How will planned development impact those trends?
- What demographic trends will impact enrollment?
- What is the impact of housing stock turnover on enrollment?

## School Infrastructure

### *Questions for Town Discussion*

- Are there any reasonable options for accommodating significant enrollment growth at the secondary level?
- What implication does the MSBA process and timeline have on the proposed construction/reconstruction of new schools?

### *Questions for Consultants*

- What amount of new residential development and/or housing stock turnover will necessitate the construction of new or increased capacity of existing school buildings?
- What would be the impact of a downturn in the economy on school age children returning to public school from private school?
- What does the data reveal about prior downturns?
- What is the tipping point for the need for a new school(s)?

### The Wider Community

- Are the types of questions the Town of Needham is asking indicative of the situation in other communities?
- What has been the experience in other municipalities?

## A. Deliverables

At the completion of this project, the following deliverables will be made available to the Town:

The consultant will be expected to commence the project within 30 days of contract award and to meet with the Town Manager and the Needham 2025 Working Group to discuss and explain the methodology and expectations. Throughout the analysis, the consultant will update and notify the Town Manager of on-going developments as they become available and the progress of the project.

Towards the conclusion of the project, the draft report will be presented to the Town Manager and her team, and others as determined necessary.

**Final Report:** Present all findings and recommendations in a Final Report which includes detailed narrative statements that clearly describe the methodologies used to develop the report. The report must also explain how the approach used is statistically reliable, valid, and defensible.

## 2.05 – QUALITY REQUIREMENTS

**Minimum Experience Qualification:** In order to be considered for an award the bidder must demonstrate that it has the capacity and the experience in analyzing and forecasting commercial and residential growth and the impact that such growth may have on a community's infrastructure and services. The bidder must have a minimum of five (5) years' experience providing these services to municipal, county, regional district, special district, or state agency clients. Although providing such analytics for municipalities in the Northeast Region of the United States is not a requirement, the Town will weigh successfully completed engagements positively. The US Northeast Region consists of Connecticut, Delaware, Maine, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

In addition to the conditions established hereunder, Bidders must also meet all provisions of the criteria as set forth below in order to qualify for consideration. Any Bidder who does not satisfy this will be rejected as non-responsive.

The Bidder must be able to document to the satisfaction of the Town that it has the available resources (financial, personnel, equipment, and experience) to provide the services requested.

In order for the bidder's proposal to be considered the following minimum requirements must be satisfied.

1. The Bidder must commit to perform required work promptly upon award of contract.
2. The Bidder must have a minimum of five (5) years' experience providing commercial and residential growth impact studies.
3. The Bidder must have completed such studies for more than two (2) governmental clients within the last three (3) years.

*End of Section*



## PART 3 - SELECTION PROCESS

### A. Comparative Criteria

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Part 2, 2.04) and satisfy the Submission Requirements (Part 4) will then be judged on Comparative Evaluation Criteria (Part 3). The criteria to be utilized for this project are shown below. After the evaluations have been completed a summary will then be submitted to the Chief Procurement Officer (CPO).

Qualified Bidders may be required to make a presentation (refer to Part 3 B). **The Town has reserved the dates of April 8 and April 9, 2019 to hold the meetings if deemed necessary.**

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the presentations have been conducted. The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals. The Chief Procurement Officer will make an award recommendation to the Town Manager.

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

<b>Relevant Experience of the Bidder</b>	
<b>Highly Advantageous</b>	Bidder has ten (10) or more years of experience in conducting commercial and residential growth impact studies for governmental clients.
<b>Advantageous</b>	Bidder has five (5) or more years of experience in conducting commercial and residential growth impact studies for governmental clients.
<b>Not Advantageous</b>	Bidder has at least five (5) years of experience in conducting commercial and residential growth impact studies.
<b>Unacceptable</b>	Bidder has fewer than five (5) years of experience in conducting commercial and residential growth impact studies.

<b>Bidder Experience in providing Commercial and Residential Growth Impact Studies to other municipal and governmental clients</b>	
<b>Highly Advantageous</b>	The Bidder has performed the commercial and residential growth impact studies similar to those requested in this RFP to five (5) or more northeast governmental clients within the last five years.
<b>Advantageous</b>	The Bidder has performed the commercial and residential growth impact studies similar to those requested in this RFP to three (3) or more northeast governmental clients within the last three years.

<b>Bidder Experience in providing Commercial and Residential Growth Impact Studies to other municipal and governmental clients</b>	
<b>Not Advantageous</b>	The Bidder has performed the commercial and residential growth impact studies similar to those requested in this RFP to more than two (2) governmental clients within the last three years.
<b>Unacceptable</b>	The Bidder has NOT performed a commercial and residential growth impact study or has completed less than three studies for governmental clients within the last three years.

<b>Proposal</b>	
<b>Highly Advantageous</b>	The Bidder's proposal is thorough, detailed, comprehensive, and specific in regard to the requirements outlined in this RFP. The Bidder has described and substantiated a credible ability to provide the commercial and residential growth impact study. The proposal clearly addresses all objectives and demonstrates a clear understanding of the Town's needs.
<b>Advantageous</b>	The Bidder's proposal is thorough. The Bidder has described a credible approach to the commercial and residential growth impact study. The proposal addresses the objectives and demonstrates an understanding of the Town's needs.
<b>Not Advantageous</b>	The Bidder's proposal is inadequate or deficient. The Bidder's approach to the commercial and residential growth impact study does not meet all of the objectives stated in this RFP. The proposal does not demonstrate sufficient understanding of the Town's needs.
<b>Unacceptable</b>	The Bidder's proposal is not clear or it does not satisfy the criteria. The Bidder's approach to the commercial and residential growth impact study does not meet the objectives nor does it demonstrate an understanding of the Town's needs.

**B. Bidder Presentation, if necessary**

As part of the evaluation process, the Evaluation Committee **may** require interviews with the Bidders that met the Quality Requirements. Bidders must be prepared to discuss their proposal, if requested. Bidder interviews, if requested, would be held on **April 8 and April 9, 2019** in the evening. If the Town deems that bidder presentations are necessary, the Town will contact the Bidders in the order that the proposals were received to schedule appointments. Bidders, who fail to make a presentation, if requested, **will be deemed non-responsive and therefore the proposal will be rejected.**

<b>Evaluation of the Interview</b>	
<b>Highly Advantageous</b>	Bidders who offer an exceptionally creative, well-organized, and compelling presentation, and demonstrate an ability to effectively communicate ideas and plans. The Bidder responds to Committee questions with factual clear answers, and follows up on Committee requests for additional information promptly (less than 24 hours).

<b>Evaluation of the Interview</b>	
<b>Advantageous</b>	Bidders who offer a clear well organized oral presentation, and demonstrate their ability to effectively communicate ideas and plans. The Bidder responds to Committee questions with factual clear answers, and follows up on any Committee requests for additional information (within the time frame agreed to at the presentation, usually not more than two business days) so that the Committee may complete its evaluation in a timely manner.
<b>Not Advantageous</b>	Bidders who offer an unclear and confusing presentation, and who do not effectively communicate their ideas and plans, or Bidders whose responses to Committee questions were unclear and/or did not follow up on any Committee request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the bid.
<b>Unacceptable</b>	Bidders who decline or do not make a presentation.

*End of Section*

## PART 4 - SUBMISSION REQUIREMENTS

### A. Technical Proposal Submission Requirements

The **Technical Proposal** shall contain one (1) original and one (1) copy for a total of two (2) copies in a sealed package. The Technical Proposal must clearly be marked: "**Commercial and Residential Growth Impact Study –19GEN181G - TECHNICAL PROPOSAL**". The Technical Proposal must be signed by an individual authorized to bind the Bidder to the contract.

The **Technical Proposal** must include the following:

1. The bid is to be submitted and addressed as follows: Town of Needham, Office of the Town Manager, 1471 Highland Ave, Needham, Massachusetts, 02492.
2. The bid is to be clearly marked: **RFP - Commercial and Residential Growth Impact Study – 19GEN181G**
3. Proposals must include a **letter of transmittal** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The transmittal letter also must acknowledge any and all addendums filed under this Request for Proposals (RFP).
4. Proposals must have a **table of contents** to easily identify where the requested information can be found.
5. Include a **profile of the company** and list of **key personnel** who will be responsible for providing services to the Town under this contract. Company information shall include: complete legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
6. A detailed project narrative including your approach to objectives, specific elements, and tasks associated with services, delineating how the Bidder will be able to provide the services.
7. Bidder should acknowledge all addenda related to this RFP, if any. Failure to receive or acknowledge any addenda does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of the addenda. Bidders are encouraged to check the Town's website [www.needhamma.gov/bids.aspx](http://www.needhamma.gov/bids.aspx) for addenda before submitting your bid to the Town.
8. Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.
9. Bidder must submit a completed **Bid Price Proposal** or an exact copy in **a separate sealed envelope**, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed.
10. Bidder MUST provide a **minimum of five (5) references, governmental clients are preferred**. For each, provide the following: a contact person and title, customer's name,

address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package). Do not use the names of relatives or Town Employees as references. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a Professional References Form (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional Reference Form. If any of the requested information is not available, the bidder is to disclose this fact and why.

11. A signed **Certificate of Good Faith**;
12. A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue;
13. A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable;
14. Bids must be received and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). LATE PROPOSALS WILL NOT BE CONSIDERED.
15. A **Bid Bond** is **not** required.
16. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

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

Inclusion of any "price" in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

## **B. Price Proposal Submission Requirements**

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder to the contract. The sealed envelope must be clearly marked "Commercial and Residential Growth Impact Study 19GEN181G – PRICE PROPOSAL". The price must remain valid for ninety (90) calendar days. This form can **NOT** be included with the Technical Proposal by State law and if it is included with the Technical Proposal the bid submission is automatically considered non-responsive.

All Bidders are expected to complete and include in the **Price Proposal** envelope the following:

1. A completed **Bid Price Proposal Form** (form attached) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations will be deemed a conditional bid and the proposal will be rejected.

## **C. Other Requirements and Notices**

1. The Bidder **MUST** also include one (1) electronic version of the proposal (PDF version on CD

or a thumb drive) in a third sealed envelope – The electronic version should have both the technical and price proposal copied to it.

2. Bidder shall submit the price proposal on the bid forms supplied within these specifications. The Bidder shall specify the unit prices as requested for each bid item. All proposals shall be signed correctly with ink; in order to qualify, the Bidder must provide bids for each required item within a section.
3. Failure to complete any form, provide the requested information, or make any alterations to forms that are required to be submitted as presented may be deemed a **conditional bid** and the bid will be rejected.
4. Bidder should acknowledge all addendums related to this bid, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however the bidder shall be subject to any terms, conditions, and/or requirements that may be identified or result from the issuance of the addenda.
5. The Bidder must be prepared to sign the Town's contract, the Town will NOT sign a contract provided by the bidder. The Town's Standard Contract is available online and included in this bid information package. Bidders are expected to review the specimen contract. Unless otherwise noted by the Town, the terms and conditions contained therein are NOT negotiable.

**D. How and Where to Send Proposals**

Bidders are required to submit: one (1) original and one (1) copy of the "Technical Proposal" for a total of two (2), and in a separately sealed envelope, one (1) original "Price Proposal". The Bidder is also to include one (1) electronic version (PDF version on CD or thumb drive) in a third sealed envelope – The electronic version should have both the technical and price proposal copied to it. Bids are to be submitted and addressed as follows:

	<b>Technical Proposal</b>	<b>Price Proposal</b>
Mailing Address	Kate Fitzpatrick, Town Manager Office of the Town Manager – 1 <sup>st</sup> Floor Town Hall 1471 Highland Avenue Needham, MA 02492	
Please note the envelopes (packages) may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly marked as noted.		
Proposal Identification on the Outside of the Sealed Envelope	<b>Town of Needham Commercial and Residential Growth Impact Study – 19GEN181G TECHNICAL PROPOSAL</b>	<b>Town of Needham Commercial and Residential Growth Impact Study – 19GEN181G PRICE PROPOSAL</b>
Bids Due	Bids must be received and time stamped no later than the deadline stated in the <b>Procurement Schedule</b> (Where and When Bids are Due). LATE PROPOSALS WILL NOT BE ACCEPTED.	
Bid Bond (Bid Deposit)	A <b>Bid Bond</b> is NOT required.	
Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.		

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

**PART 5 – CHECKLIST AND FORMS FOR SUBMISSION**  
**Checklist**

Company Name: \_\_\_\_\_

- Bidder has completed and returned the **Acknowledgement of Receipt** form (via fax or email).
- Bidder has completed, signed, and enclosed the **Bidder Information Response**.
- Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws**.
- Bidder has provided at least **five (5) references, preferably governmental clients**.
- Bidder has completed, signed, and enclosed the **Bid Price Proposal** or an exact copy in a **separate sealed envelope** from the Technical Proposal. Inclusion of any price information in the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- Bidder has provided an **electronic copy** of the proposal in PDF on a CD or thumb drive.
- Bidder acknowledged all addenda, if any  
Addendum Number 1 dated \_\_\_\_\_  
Addendum Number 2 dated \_\_\_\_\_  
Addendum Number 3 dated \_\_\_\_\_  
Addendum Number 4 dated \_\_\_\_\_  
Addendum Number 5 dated \_\_\_\_\_

THIS FORM MUST BE FILED WITH BID SUBMISSION



**Bidder Information Response**  
**Commercial and Residential Growth Impact Study**  
**19GEN181G**

Legal Name of the Bidder: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Company Fax number: \_\_\_\_\_

State of Incorporation (Date): \_\_\_\_\_

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

**Company Contacts - Required**

**Individual Submitting the Bid:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

**Individual to be contacted about the Bid:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

Best Times to Contact: \_\_\_\_\_

**It is the Bidder's responsibility to monitor the email address for the Bidder's contact person, provided in the Submission. The TOWN may need to contact the Bidder's contact person with clarification requests or for other reasons. The Town assumes no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network, or internet service provider (ISP), cause e-mail communications between the Bidder and the Town to be lost or rejected by any means including email or spam filtering.**

**Individual Authorized to Contractually Bind the Company** (This will be the individual whose name and title will appear in the contract and will execute the contract if the contract is awarded to the company):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

Best Times to Contact: \_\_\_\_\_

1. Has the proposal been signed by a person legally authorized to commit the Bidder (Company) to contract, if awarded?  Yes  No
2. Is the Bidder prepared to provide the insurances as required?  Yes  No
3. Has the Bidder included written proof in the technical proposal that it will be able to provide the required insurances if awarded the contract?  Yes  No
4. Has the Bidder placed any special conditions or restrictions that called out by the Town in its Request for Proposals? (A "yes" response may be cause for rejection).  Yes  No
5. Are there any exceptions to the Town's specifications?  Yes  No (A "yes" response may be cause for rejection).
6. If there are exceptions to the Town's specifications, have they all been included in the submission?  Yes  No  N.A. (A "No" response may be cause for rejection)
7. Has the bidder requested any changes to the Town's contract?  Yes  No (if "yes" the changes must be attached to this form).
8. Is the Bidder prepared to execute the Town's contract as written if awarded?  Yes  No

Signature of the Bidder: \_\_\_\_\_

Printed Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

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**THIS FORM MUST BE FILED WITH BID SUBMISSION**

**CERTIFICATE OF GOOD FAITH**  
**Commercial and Residential Growth Impact Study**  
**19GEN181G**

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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

\_\_\_\_\_  
Individual Full Name (Print/Type)

\_\_\_\_\_  
Name of Business (Print/Type)

\_\_\_\_\_  
(Date)

**Two Witnesses or Notary**

\_\_\_\_\_  
Witness One Signature

\_\_\_\_\_  
Witness Two Signature

\_\_\_\_\_  
Witness One Full Name (Print/Type)

\_\_\_\_\_  
Witness Two Full Name (Print/Type)

\_\_\_\_\_  
Witness One Primary Address

\_\_\_\_\_  
Witness Two Primary Address

**OR**

Commonwealth of Massachusetts

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_(name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for \_\_\_\_\_, a partnership.
- as \_\_\_\_\_ for \_\_\_\_\_, a corporation.
- as attorney in fact for \_\_\_\_\_, the principal.
- as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION**

**CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor\* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*\*

• Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

Corporation, Association or Partnership:

\_\_\_\_\_ (Print)

Federal Tax ID Number or Social Security Number:

\_\_\_\_\_

• By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Corporate Signature)

Title: \_\_\_\_\_

Note to Contractor\*\*\*: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. \_\_\_\_\_ has filed all tax returns and paid all taxes required by law; or
2. \_\_\_\_\_ has filed a pending application for abatement of such tax; or
3. \_\_\_\_\_ has a pending petition before the appellate tax board contesting such tax; or
4. \_\_\_\_\_ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\*\* Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

**THIS FORM MUST BE FILED WITH BID SUBMISSION**

**Professional References**  
**Commercial and Residential Growth Impact Study**  
**19GEN181G**

Customer: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing address \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Period of Service: \_\_\_\_\_ through \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

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Customer: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing address \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Period of Service: \_\_\_\_\_ through \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**(A minimum of five (5) references required, governmental clients preferred)**

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST  
BE FILED WITH BID SUBMISSION**

**CERTIFICATE OF AUTHORITY**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(Insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected \_\_\_\_\_  
(Insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of **Clerk or Secretary**) \* SEAL HERE

7. Name: \_\_\_\_\_  
(Please print or type name in line 6) \*

8. Date: \_\_\_\_\_  
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

**Bid Price Proposal Form**

**This form must be submitted on a separate sealed envelope  
Commercial and Residential Growth Impact Study  
RFP 19GEN181G**

(Bid Price Proposal Form Consists of Two (2) Pages)

The **Bid Price Proposal Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the company. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional bid** and the proposal will be **rejected**.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked "**Commercial and Residential Growth Impact Study 19GEN181G - PRICE PROPOSAL**"

Please type or print legibly. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Bidder Name: \_\_\_\_\_

**Price Proposal:**

The price shall be a NOT TO EXCEED price to complete the scope of work. The price shall NOT INCREASE during the contract period. *In the event that the numerical price and the written price differ, the written price shall prevail.*

<b>Commercial and Residential Growth Impact Study RFP 19GEN181G</b>	
The all-inclusive price*	\$
In Words:	
* Should the company require additional hours, employees, consultants, subcontractors, or other assistance to complete the work required and/or to meet the performance or quality requirements required under this bid, the company shall do so at NO additional cost to the Town.	

PROMPT PAY DISCOUNT (Not required but if NOT offering a discount indicate by writing "ZERO")  
The Town of Needham general payment terms are net 30 days. Enter the Prompt Payment Discount percentage (%) off the invoice amount, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:  
5% - 10 Days 4% - 15 Days 3% - 20 Days 2% - 30 Days

Prompt Payment Discount %	Payment Issue Date within
%	10 Days
%	15 Days
%	20 Days
%	30 Days
%	other

Note: The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The undersigned proposes to provide the supplies/services in accordance with the accompanying requirements provided by the **Town of Needham dated March 4, 2019 and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids.** The bid prices will not increase during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the 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 subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

---

(Name of Firm)

BY: \_\_\_\_\_  
(Signature of Bidder)

---

(Printed Name and Title of Signatory)

---

Business Address

---

(City/Town, State Zip)

---

(Telephone) \_\_\_\_\_ (FAX) \_\_\_\_\_

---

(Email Address)

---

(Date this bid was submitted)

**THIS FORM MUST BE FILED WITH BID SUBMISSION**

**Last Page of Bid Form**



**Non-Submittal Response Form**  
**Commercial and Residential Growth Impact Study**  
**19GEN181G**

NOTE TO BIDDER: If your company's response is a "non-submittal", the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We therefore, appreciate your responses to this non-submittal response form.

**Please complete and email this form to: [pcentral@needhamma.gov](mailto:pcentral@needhamma.gov) You may also fax the form to 781-449-4569**

Please indicate your reason for responding with a "non-submittal":

- We were unable to meet requirements for this procurement.
- We were unable to provide the goods or services requested in this procurement.
- We were unable to meet time frame established for start and or completion of project.
- We obtained the bid package too late in order to evaluate and submit a bid.

Received on: \_\_\_\_\_

- Other (Please explain): \_\_\_\_\_

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Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SHORT FORM AGREEMENT  
M.G.L. 30B  
Contract #**enter contract number****

**THIS AGREEMENT** for **enter description** (hereinafter the "Project") is made the \_\_\_\_\_ day of enter month, 201\_\_\_\_, by and between **enter name of company** a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of \_\_\_\_\_*), with a usual place of business at **enter legal address**, hereinafter called the **Contractor**, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

**WITNESSETH** that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. AGREEMENT DOCUMENTS**

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description;
3. The **Contractor's** Bid dated **enter date**;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

**ARTICLE 2. SCOPE OF THE WORK**

The **Contractor** shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the **Contractor** agrees to do everything required by this Agreement and the documents.

**ARTICLE 3. TERM OF AGREEMENT**

The work to be performed under this Agreement shall be commenced immediately and shall be entirely completed by \_\_\_\_\_ . The Contractor hereby agrees that if he fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give notice to the Contractor in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the Town, the Contractor shall be considered to have defaulted in the performance of this Agreement.

-- or --

This Agreement shall be for a term of \_\_\_\_\_ year(s), commencing on \_\_\_\_\_, 201\_\_\_\_ and ending on \_\_\_\_\_, 201\_\_\_\_, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the **Contractor and the Town**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

#### **ARTICLE 4. THE AGREEMENT SUM**

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$**enter dollar amount figure** (enter amount in words dollars), including all reimbursable expenses.

#### **ARTICLE 5. PAYMENT**

The **Town** shall make payment as follows:

- a. The **Town** shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month.
- b. With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. If for any reason the **Town** makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. **Furthermore the Town is not responsible for any Invoice that does not reference the Town's Purchase Order number that encumbered the funds to pay for services provided under this Agreement.**
- e. Invoices for services procured under this Agreement are to be sent to: **Attn: manager, title address**

#### **ARTICLE 6. PROMPT PAYMENT DISCOUNTS**

The **Contractor** will allow a Prompt Payment Discount for payment made by the **Town** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as follows:

Prompt Payment Discount %	Payment Issue Date w/in
Enter percent%	Enter days Days

**ARTICLE 7. TAX EXEMPT STATUS**

The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Contractor** for the tax paid by the **Contractor** on behalf of the **Town**. Any other taxes imposed on the **Contractor** shall be borne solely by the **Contractor**.

**ARTICLE 8. NONPERFORMANCE**

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **Town** and certified to the **Contractor**.

**ARTICLE 9. TERMINATION**

In addition to the provisions of Article 8, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The **Town** shall also have the right to immediate termination:

- a. any material misrepresentation made by the **Contractor**.
- b. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
  - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
  - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
  - iii. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
  - iv. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
  - v. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
  - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and

- vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **Town** fails to make payment within 45 days after it is due.

**ARTICLE 10. EMPLOY COMPETENT PEOPLE**

The **Contractor** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

**ARTICLE 11. CHANGE IN SCOPE OF SERVICES**

If this Agreement is pursuant to M.G.L. Ch. 30B, the **Town** may increase the quantity of supplies or services or both specified in this Agreement provided:

- a. the unit prices remain the same or less;
- b. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the *Town* and is more economical and practical than awarding another contract;
- c. the **Town** and **Contractor** agree to the increase in writing;
- d. the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- e. the **Town**, with the agreement of the **Contractor**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

**ARTICLE 12. NOTICE**

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham:      Kate Fitzpatrick  
   Town Manager  
   Town Hall  
   1471 Highland Avenue  
   Needham, Massachusetts 02492

The Contractor:              Enter Name  
   Enter Title  
   Enter Company Name  
   Enter Address  
   Enter City, State Zip

**ARTICLE 13. INSURANCE**

- a. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- b. In the event this Agreement is for professional services, the **Contractor** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ **25,000**.
- c. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
- d. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
- e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

#### **ARTICLE 14. INDEMNIFICATION**

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

#### **ARTICLE 15. CORI CERTIFICATION**

Services Do Require a CORI check

Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Contractor** hereby acknowledges the right of the **Town** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Contractor** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

#### **ARTICLE 16. MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 17. GUARANTEE OF WORK**

- a. Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
  - i. Make goods and services conform to this Agreement;
  - ii. Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - iii. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

#### **ARTICLE 18. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

- a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor** or **Contractor's** Consultants shall become the property of the **Town** upon payment of sums due under the contract. The **Town** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.

- b. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
- c. The **Town** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
- d. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **Town**.

#### **ARTICLE 19. GOVERNING LAW**

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

#### **ARTICLE 20. CONSENT TO VENUE**

- a. The **Contractor** agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.
- d. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.



- e. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

#### **ARTICLE 21. WORK PRODUCT**

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the **Contractor** shall provide to the **Town** a writing from the Subcontractor that he assents to this Work Product Article.

#### **ARTICLE 22. SUBCONTRACTING**

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the **Town**.

#### **ARTICLE 23. INDEPENDENT CONTRACTOR**

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.

#### **ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

#### **ARTICLE 25. PREVAILING WAGE RATES**

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the Project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.

#### **ARTICLE 26. CONFLICT OF INTEREST**

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

## **ARTICLE 27. CONFIDENTIALITY**

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment or systems.

## **ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.**

The **Contractor** shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The **Town** shall have access during the **Contractor's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

## **ARTICLE 29. SEVERABILITY**

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

## **ARTICLE 30. CERTIFICATIONS**

By executing this Agreement, the **Contractor** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Contractor** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Contractor** shall provide access to records to town officials; and the **Contractor** certifies that the **Contractor** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Contractor** shall comply with all applicable federal, state, and local laws and regulations.

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

The **Contractor** certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the **Contractor** certifies that it will immediately notify the **Town** in writing if there is any risk to the solvency of the **Contractor** that may impact the **Contractor's** ability to timely fulfill the terms of this Agreement.

The **Contractor** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the **Contractor** or any of its officers, directors, employees, agents, or subcontractors of which the **Contractor** has knowledge, or learns of during the Agreement term. **Contractors** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the **Contractor** certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

### **ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

The **Contractor** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Contractor** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

---

Social Security Number or  
Federal Identification Number

---

Signature of Individual  
or Corporate Name

BY: \_\_\_\_\_  
Corporate Officer (if applicable)

**IN WITNESS WHEREOF** the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

**CONTRACTOR:** \_\_\_\_\_

By\*: \_\_\_\_\_

Title: \_\_\_\_\_

*\* My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

**TOWN OF NEEDHAM, by its** Town Manager:

\_\_\_\_\_  
Kate Fitzpatrick

This is to certify that I/we conducted the procurement in accordance with the Town's policies and procedures.

\_\_\_\_\_  
Town Employee(s) Conducting the Procurement

Date:

Title(s):

This is to certify that the Department followed the procurement policies and procedures and that any goods and/or services procured under this contract are for the need of Town.

\_\_\_\_\_  
Department Manager

Date

Title:

This is to certify that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

\_\_\_\_\_  
Chief Procurement Officer  
Date:

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#: \_\_\_\_\_ Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Town Accountant  
Date:

Approved As To Form:

\_\_\_\_\_  
David S. Tobin, Town Counsel  
Date: