

# Town of Hubbardston

## **REQUEST FOR PROPOSALS INFORMATION TECHNOLOGY CONSULTING SERVICES**

### **Contact Information:**

Nathan R. Boudreau, MPA, MCPPO  
Town Administrator  
Town of Hubbardston  
7 Main Street, Unit 3  
Hubbardston, MA 01452  
(978) 928-1400 X200  
[admin@hubbardstonma.us](mailto:admin@hubbardstonma.us)

**TOWN OF HUBBARDSTON, MASSACHUSETTS**  
**REQUEST FOR PROPOSALS**

**COMPUTER NETWORK ADMINISTRATION AND**  
**INFORMATION TECHNOLOGY TECHNICAL ASSISTANCE**

The Town of Hubbardston is seeking proposals from qualified firms to provide the Town with computer network administration and information technology technical assistance beginning July 1, 2024 for a one-year period, with options to renew for two additional one-year terms; pursuant to MGL Chapter 30B, Section 6.

Request for proposal packages and additional RFP detail are available between 8:00 AM and 4:00 PM, Monday-Thursday from the Town Administrator's Office, 7 Main Street, Hubbardston, MA, 01452, or by phone at 978-928-1400 x200, or by emailing [admin@hubbardstonma.us](mailto:admin@hubbardstonma.us). Packages are also available at <https://www.hubbardstonma.us/town-administrator/pages/procurement>.

Proposals must be submitted by **12:00 PM (Noon), Thursday, September 28, 2023** per submittal requirements to: Nathan R. Boudreau, Town Administrator, 7 Main Street Unit 3, Hubbardston, MA, 01452. The Town of Hubbardston is an Equal Opportunity/Affirmative Action Employer. The town reserves the right to reject any or all proposals if deemed in the public's best interest to do so.

**TOWN OF HUBBARDSTON, MASSACHUSETTS  
REQUEST FOR PROPOSALS**

**COMPUTER NETWORK ADMINISTRATION AND  
INFORMATION TECHNOLOGY TECHNICAL ASSISTANCE**

The Town of Hubbardston is seeking proposals from qualified firms to provide the Town with computer network administration and information technology technical assistance to town offices and public safety departments in four separate locations within town limits. The required services are expected to begin July 1, 2024 for a one-year period, with options to renew for two additional one-year terms.

Due to the technical nature of the services required under the proposed contract, the Town has determined that this procurement is best served by using the RFP process under Massachusetts General Laws, Chapter 30B, Section 6. Such a process will enable the Town to evaluate the experience of the contractor, and his or her ability to maintain the Towns critical IT infrastructure. It is important that the Town be able to select the most advantageous proposal based on technical expertise and cost. The Request for Proposal (RFP) process will enable the town of Hubbardston to assign higher ratings to consultants who can demonstrate prior experience in providing similar services to other towns in the Commonwealth.

Prospective Consultants will submit a proposal package by 12:00 PM (Noon), Friday, July 27, 2023 per submittal requirements to: Nathan R. Boudreau, MPA, MCPPO, Town Administrator, 7 Main Street, Hubbardston, MA, 01452. Late proposals will not be accepted. Emailed or faxed proposals will not be accepted. The Town of Hubbardston is an Equal Opportunity/Affirmative Action Employer and encourages MBE/WBE firms to submit proposals. The town reserves the right to reject any or all proposals if deemed in the public's best interest to do so.

Request for proposal packages are available between 8:00 AM and 4:00 PM, Monday – Thursday from:

Town Administrator's Office  
7 Main Street, Unit 3  
Hubbardston, MA 01452

Or by email from:  
Nathan R. Boudreau, MPA, MCPPO, Town Administrator  
Phone - 978-928-1400  
Email - [admin@hubbardstonma.us](mailto:admin@hubbardstonma.us)

**A. COMPUTER NETWORK ADMINISTRATION AND INFORMATION TECHNOLOGY TECHNICAL ASSISTANCE CONTRACT SCOPE OF SERVICES**

Under the auspices of the Town, and in conformity with all applicable laws and professional standards, the Consultant shall provide the following services required for the proper management and maintenance of the computer systems and networks of the Town at the above-mentioned municipal work sites of the Town.

The Consultant shall be required to provide the following services to the Town in a timely and professional manner.

1. The Consultant shall be available to provide on-site, or telephone computer administration services to include trouble-shooting services within one (1) hour of a request from service during normal weekday business hours, Monday through Friday 8:00 AM through 5:00 PM. The Consultant shall be available to do necessary computer administration and trouble-shooting work on the computer networks of the municipality, after normal business hours and on weekends, as required. Additionally, the Consultant shall provide 24/7 - 365 assistance to the Hubbardston Town Administrator, Hubbardston Police Department and Hubbardston Fire Department at no additional cost.
2. The Consultant shall be available to provide technical assistance and computer network management services, as needed for the Town to include its specific needs for public safety departments. The Consultant shall be required to work with software list found in Appendix B and other software used by the departments and employees of the Town of Hubbardston:
3. The Consultant shall develop and manage with assistance from key town employees of the Town a computer back up and disaster recovery plan to ensure the municipal database is protected and properly maintained. This shall include backing up information in as many locations as is necessary to guarantee the town's data.
4. In conjunction with the various department managers of the municipality, assist and coordinate the procurement of computer network, computer work station equipment and peripheral equipment within the limits of the town meeting appropriation and in conformity with the requirements of Massachusetts General Laws, Chapter 30B.
5. Provide training, as necessary and appropriate, to key town employees of the Town of Hubbardston.
6. Manage 20 to 25 Google Suite for Business accounts.
7. The Consultant shall work with the Town Administrator and the various department managers of the municipality on upgrading, expanding, and modernizing the computer networks, computer workstations and software utilized by the Town of Hubbardston, as required.

8. The Consultant shall provide the Town with related services necessary for the proper management of the computer network systems and computer workstations of the municipality. This includes security of the network and server and endpoint protection.
9. The Consultant shall act as an agent of the Town in all matters relating to the procurement of services and equipment. In no case should recommendations result in financial gain to the consultant excluding normal compensation under this agreement.
10. The Consultant shall provide onsite as well as remote services to town departments and employees.

## **B. WORK PRODUCTS**

The Consultant shall at a minimum provide monthly activity reports with appropriate recommendations with the monthly bill for services.

The Consultant shall semi-annually, in December and June, submit a comprehensive report to the Town Administrator providing: (1) recommendations for system improvements, (2) capital and computer operations budget recommendations for the subsequent fiscal year in the December semi-annual report, at a minimum, (3) assessments of computer hardware, software and operator training needs, and (4) other information or recommendations deemed appropriate by the Consultant.

## **C. PROPOSAL SUBMITTAL REQUIREMENTS**

Prospective Consultants will submit a proposal package to the Office of the Town Administrator, 7 Main Street Unit 3, Hubbardston, Massachusetts, 01452 by 12:00 PM (Noon), Friday, July 27, 2023, addressed and titled as follows:

Address:           Town Administrator  
                      Town of Hubbardston  
                      7 Main Street, Unit 3  
                      Hubbardston, Massachusetts 01452

Title:               **Hubbardston Computer Network Administration and  
Information Technology Technical Assistance Contact**

The prospective Consultant shall adhere to the following proposal submission requirements for the proposal package.

### **I. Required Elements of a Proposal Package**

Below you will find requirements to which prospective Consultant must adhere.

A. Statement of Qualifications.

The Consultant shall submit complete and appropriate documentation of all professionals, firms, and subcontractors who will work on performing services delineated in the Scope of Services, and the principal firm in general.

Contained in the Statement of Qualifications shall be at least the following.

1. Qualifications and experience of the professionals, firms, and subcontractors to be utilized in the undertaking of the agreed upon services, particularly the qualifications and successful experience in the areas: (1) computer administration experience, (2) certifications or degrees in computer engineering or administration, including training certifications in specific operating and application software, and (3) experience providing services to, or relevant experience as an officer or employee of a municipality or state agency, specifically in the Commonwealth of Massachusetts. The resume or curriculum vitae of the professionals assigned to the project shall be included in the proposal. The prospective Consultant shall assign and identify a Project Manager included as a professional whose qualifications are delineated.
2. Three (3) relevant municipal references for both the key professionals involved and the principal firm involved with the delivery of the agreed upon services, and also, for all subcontractors to be used, if any, including: (a.) project name and location, (b.) municipality, agency or firm for which services were provided, with address, contact, person, and telephone number, and (c.) brief project description and budget.

B. Statement of Proposed Level of Services.

The Consultant will submit a statement containing at least the following.

1. Detailed statement of the Consultant's approach to the project tasks and description of services to be provided as outlined in the Scope of Services. This statement should also address the Consultant's suitability for the assignment based upon the Comparative Evaluation Criteria contained herein. This statement must specifically address the consultant's ability to service and maintain public safety information technology.
2. Detailed staffing plan and proposed Work Plan for the Project based upon the Scope of Services contained herein. The Work Plan shall include the estimated hourly commitment for each project task identified in the Scope of Services contained above in Section A. for each principal, professional, and subcontractor to be used to render services under the project and delineate the level of commitment expected from the Town of in-kind assistance from the municipality.
3. Detailed temporal and scheduling plan, and statement of commitment.

C. Fee Proposal.

The prospective Consultant shall submit a separate, sealed envelope containing the Fee Proposal, clearly labeled as "FEE PROPOSAL", that provides the following.

1. Completed Price Proposal Sheet as found in Appendix A. The "best price" shall be the lowest average price per year for the entire contract period, including one (1), two (2), and three (3) year options.

D. Certifications.

The prospective Consultant shall submit the following (See Appendix B)

1. Revenue Enforcement and Protection Certification (REAP), and
2. Certificate of Non-Collusion, and
3. Tax Compliance Certification

The prospective Consultant shall submit a proposed package as instructed above to the Office of the Town Administrator no later than 12:00 PM, Friday, July 27, 2023.

The proposal package shall be sealed and entitled: **Hubbardston Computer Network Administration and Information Technology Technical Assistance.**

Within the proposal package shall be a separate, sealed envelope entitled: **Hubbardston Computer Network Administration and Information Technology Technical Assistance.** This non-price proposal shall include, at a minimum, all the requested information and documents delineated above in Section C – I. Proposal Requirements, Required Elements of a Proposal Package, A, B, and D. The Consultant shall include one (1) original and one (1) copy of the non-price proposal package for a total of two (2) copies in this envelope.

Also, within the proposal package shall be a separate, sealed envelope entitled **Price Proposal: Hubbardston Computer Network Administration and Information Technology Technical Assistance.** At a minimum, the price proposal shall include all requested information and documents delineated above in Section C-I Proposal Requirements, Required Elements of a Proposal Package, C.

No interpretation of the meaning of any element within the Scope of Services will be made to any prospective Consultant orally. Every request for such interpretation shall be in writing addressed to the Office of the Town Administrator, 7 Main Street, Hubbardston, Massachusetts 01452 ([admin@hubbardstonma.us](mailto:admin@hubbardstonma.us)), clearly marked on the outside as "**Request for Interpretation - RFP For Hubbardston Computer Network Administration and Information Technology Technical Assistance**", and to be given consideration, must be received no later than 12:00 noon, on Wednesday, July 12, 2023. Any and all such interpretations, and any supplemental instructions will be in the form of written Addenda to the Scope of Services and/or Proposal Requirements above, which will be mailed or emailed to all prospective Consultants at the respective addresses or e-mail addresses provided for such purposes.

Failure of any prospective Consultant to receive any such Addenda shall not relieve such prospective Consultant from any obligation under the proposal as submitted. All Addenda so issued shall become part of the Scope of Services contained within the Specifications. At the same time of the opening of the proposals, each prospective Consultant will be presumed to have read and be thoroughly familiar with the Scope of Services, including any and all Addenda. The failure or omission of any prospective Consultant to examine any form, instrument or document shall in no way relieve any proposer from any obligation with respect to the proposal.

#### **D. SELECTION PROCESS**

The Town of Hubbardston, acting by and through the Town Administrator, or a designated by the Town Administrator, will review all complete non-price proposals.

All proposals shall be evaluated in conformity with the requirements of Massachusetts General Laws, Chapter 30B. Proposals will be ranked and evaluated according to the following Evaluation Criteria. Each prospective Consultant's proposal will be evaluated based upon the below Minimum Evaluation Criteria. Those prospective Consultants determined to be responsive and acceptable, i.e., the proposal and the prospective Consultant meet all the minimum standards of acceptability and have complete proposals, will be judged comparably with other proposals determined to be responsible and acceptable.

All responsive proposals will be judged against the below stated Comparative Evaluation Criteria. The Town of Hubbardston will rank each proposal as (1) highly advantageous - the proposal fully meets and significantly exceeds the standards of the specific criterion, (2) advantageous - the proposal fully satisfies the standards of the specific criterion, (3) not advantageous - the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both, and (4) not acceptable - the proposal does not meet the specific criterion.

Below you will find the Selection Evaluation Criteria for the Hubbardston Computer Network Administration and Information Technology Technical Assistance Consultant.

#### **I. Hubbardston Computer Network Administration and Information Technology Technical Assistance Consultant Selection Evaluation Criteria**

##### **A. Minimum Evaluation Criteria:**

Each proposal must meet the following criteria to be considered.

1. The proposal must be complete, submitted on or prior to the submission deadline, and contain, at a minimum all the required elements of a proposal package as delineated in Section C. Proposal Requirements. Failure to meet any submission requirement, including, but not limited to, separating the non-price proposal from the price proposal shall result in rejection of the proposal package.



2. Principals of the lead firm, of all subcontractors assigned to the project, and of the project manager must have at least five years experience in the areas of computer administration or engineering. References as requested above in Section C-I, A., 2. must be included in the proposal for same.

**B. Comparative Evaluation Criteria:**

The following ratings will be used to measure the relative merits of each proposal that has met the Minimum Evaluation Criteria delineated above against each of the criteria listed below.

- |                       |  |
|-----------------------|--|
| Highly Advantageous - | Proposal excels on the specific criterion - <b>5 points.</b>                                   |
| Advantageous -        | Proposal fully meets the evaluation standard of the specific criterion - <b>3 points.</b>      |
| Not Advantageous -    | Proposal does not fully meet the evaluation standard of the criterion - <b>1 point.</b>        |
| Not Acceptable -      | Proposal does not meet, or address the evaluation standard of the criterion - <b>0 points.</b> |

The criteria that will be used for comparative evaluation purposes are the following:

1. Quality of References. Reference checks will be performed to evaluate the special skills, relevant expertise, the quality of past performance in comparable projects, and the ability to perform assigned tasks in a timely and accurate manner of the prospective Consultant, including all subcontractors, principals, and the project manager.
2. Type of Experience. The Town shall evaluate the quality and depth of relevant experience in the areas of: (a.) computer network administration and system engineering, (b) public sector computer system management expertise, (c.) public management and public-sector computer application experience within the Commonwealth of Massachusetts, (d.) appropriate educational background and special training relevant to the project (e.) public safety software and networks
3. Quality of the Statement of Proposed Level of Service. The Town of Hubbardston will carefully review the Statement contained within the proposal as required under Section C., I., B. Statement of Proposed Level of Services and Project Approach, 1 through 3, inclusive, to determine:
  - (a.) the municipality-specific approach of the prospective Consultant best suited to the needs of the town of Hubbardston,
  - (b.) the quality of the prospective Consultant's written work, and

(c.) quality of expertise and skills necessary to undertake the tasks required for the project.

4. Years of Experience. The Committee will review the number of years key members of the consulting team have in the appropriate fields of discipline required for successful implementation of the project. Five years of experience is the standard for the principals of the firm, subcontractor firms, and the project manager and three years is the standard for other professionals assigned to the project.

After completing all proposal reviews and reference checks, the Town of Hubbardston shall develop a composite rating of all the comparable evaluation criteria ratings through assigning the point values described above to each comparable evaluation criterion. A cumulative score will be created by adding the point values assigned to each criterion. Next the Town will compare the total values. As a second point of analysis, the Town of Hubbardston will review the number of ratings for the Comparable Evaluation Criteria determined to be Highly Advantageous and Advantageous to see if one or more proposals excels in one or more area. From these two methods of comparison, the Town of Hubbardston will determine which non-price proposal is determined to be most advantageous.

Next the Town of Hubbardston will review the price proposal of the most advantageous non-price proposal. Should this price proposal be deemed to be acceptable based upon the fee proposal in relation to the project budget, the Town of Hubbardston will award a contract.

Should the preferred Consultant and the Town fail to reach agreement, the Town will seek the approval of the Consultant with the second highest rating.

Upon agreement between the Town and the chosen Consultant, the Town of Hubbardston, acting by and through the Board of Selectmen, after receiving the recommendation of the Town Administrator, shall award a Professional Services Agreement contract (See Sample in Appendix C) to the prospective Consultant submitting the most advantageous proposal. Please note the Hubbardston Board of Selectmen is the final contract approval authority and all contracts must meet appropriations set forth by Town Meeting.

The Town of Hubbardston reserves the right, upon the basis of such evaluations, to reject any or all proposals, to waive any informality, and to make any decision deemed to be in the best interest of the Town of Hubbardston.

#### **LOCAL OFFICIAL CONTACT**

Inquiries shall be addressed and directed to:

Town Administrator  
7 Main Street, Unit 3  
Hubbardston, MA 01452

Telephone: 978-928-1400  
E-Mail: [admin@hubbardstonma.us](mailto:admin@hubbardstonma.us)

## APPENDIX A - Price Proposal Sheet

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### Municipal & Public Safety Service

Year 1 Cost to Provide Municipal & Public Safety Service including Google Suite Email Management \$ \_\_\_\_\_ (Dollars)

Year 2 Cost to Provide Municipal & Public Safety Service including Google Suite Email Management \$ \_\_\_\_\_ (Dollars)

Year 3 Cost to Provide Municipal & Public Safety Service including Google Suite Email Management \$ \_\_\_\_\_ (Dollars)

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### On Site Project Costs

Hourly Rate (Per Hour) \$ \_\_\_\_\_ (Dollars)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Name of Company \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

**APPENDIX B – Required Forms**

**CERTIFICATE OF NON-COLLUSION**

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

Signature of person submitting bid or proposal

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

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Date

**TAX COMPLIANCE CERTIFICATION**

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

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

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

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Date

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it  
(Date)

Was voted that \_\_\_\_\_  
(Name) (Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such

\_\_\_\_\_ under seal of the  
(Name) (Officer/Title)

company, shall be valid and binding upon this company.

**A TRUE COPY,**

**ATTEST:** \_\_\_\_\_  
(Signature/Title)

Place of Business: \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Corporation)

that \_\_\_\_\_ is duly elected \_\_\_\_\_  
(Officer, Name) (Title)

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

\_\_\_\_\_  
(Signature/Title)

\_\_\_\_\_  
(Typed Name/Title)

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

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Subscribed and sworn to before me:

(Corporate Seal) *If applicable, not necessary for sole proprietorships or partnerships.*

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
(Notary Seal)  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPENDIX C – Sample Contract**

**TOWN OF HUBBARDSTON, MASSACHUSETTS**

**SAMPLE AGREEMENT**

THIS AGREEMENT made this XX day of XX, 20XX by and between the TOWN of HUBBARDSTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 7 Main Street, Hubbardston, Massachusetts, hereinafter referred to as the “TOWN”, and XX, having a usual place of business at XX hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH:**

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of **IT Support Services**, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of this Agreement, the CONTRACTOR’s Proposal and proof of insurance. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK**. The Work consists of the scope as described within the Town of Hubbardston Request for Proposals.
3. **TERM OF CONTRACT**. This one year Agreement shall be in effect from July 1, 2024 and shall expire on July 31, 2025, unless terminated earlier pursuant to the terms hereof. **The Town may, at its sole judgment, elect to extend the contract for up to two additional one-year terms.**
4. **COMPENSATION**. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total contract price is XX
5. **PAYMENT OF COMPENSATION**. The TOWN shall make payments within thirty (30) days after its receipt of invoice(s).
6. **LIABILITY OF THE TOWN**. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
  
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
  
9. INSURANCE.
  - A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as follows:
    - General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.
    - Automobile Liability** (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident.
    - Workers' Compensation Insurance** as required by law.
  
  - B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
  
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
  
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such

breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal



Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**For the TOWN OF HUBBARDSTON, MA**

\_\_\_\_\_  
Nathan R. Boudreau  
Town Administrator

**I certify that an appropriation**  
is available in the amount of this  
Contract.

\_\_\_\_\_  
Hubbardston Town Accountant

For CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

## APPENDIX D – Existing Department Software

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The following software programs are utilized by the Town of Hubbardston:

A – Vadar

B – SoftRight

C – Google Suite

D - Trittech (IMC)

E - Harpers Millennium Payroll Software

F - CAI

G - Vision Appraisal

H - GeoTMS

I - VMWare

J – MIRCS

K - CJIS

L - Windows Server 2008

M- Kyocera LaserFiche

N- Open Gov E-Licensing

**IT Services Vendor Proposal Review**

**Rating of Proposer Against Evaluation Criteria**

**Proposer Name:**

Criteria Description	HA 3 pts	Adv 2 pts	Not Adv 1 pt	Not Acc 0 pt
1. Quality of References: Reference checks will be performed to evaluate the special skills, relevant expertise, the quality of past performance in comparable projects, and the ability to perform assigned tasks in a timely and accurate manner of the prospective Consultant, including all subcontractors, principals, and the project manager.				
2. Type of Experience: The Town shall evaluate the quality and depth of relevant experience in the areas of: (a.) computer network administration and system engineering, (b) public sector computer system management expertise, (c.) public management and public sector computer application experience within the Commonwealth of Massachusetts, and (d.) appropriate educational background and special training relevant to the project.				
3. Quality of the Statement of Proposed Level of Service: The Town of Hubbardston will carefully review the Statement contained within the proposal as required under Section C., I., B. Statement of Proposed Level of Services and Project Approach, 1 through 3, inclusive, to determine:  (a.) the municipality-specific approach of the prospective Consultant best suited to the needs of the town of West Boylston,  (b.) the quality of the prospective Consultant's written work, and  (c.) quality of expertise and skills necessary to undertake the tasks required for the project.				
4. Years of Experience: The Committee will review the number of years key members of the consulting team have in the appropriate fields of discipline required for successful implementation of the project. Five years of experience is the standard for the principals of the firm, subcontractor firms, and the project manager and three years is the standard for other professionals assigned to the project.				
<b>Total Points Assigned:</b>				