



EXPLORING REGIONALIZATION IN PAXTON



Community Compact Best Practice Report

2017

Compact signed October 15, 2015

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Shared Fire Inspection

Increasing strain on Fire Department budgets has left many chiefs in our region without enough time to complete necessary fire inspections required by the state. Recent tragedies, especially the Oakland Warehouse Nightclub fire, have emphasized on a national scale the importance of careful and timely fire inspections. Town Administrators and Fire Chiefs from Rutland, Barre, Spencer and Paxton also discussed the tremendous risk associated with noncompliance. The group delved into other problems they share, the most pressing of which is a shortage of staff, especially when it comes to inspectors. In these communities, the completion of commercial and residential fire inspections falls to the Fire Chief, often an employee that is already overburdened.

Chiefs from the respective towns hoped that by pooling resources, they could together afford a Fire Inspection Officer who would ensure these inspections were completed efficiently, allowing the Chiefs to focus on other aspects of the job. This position would specialize in code and regulation enforcement and fire prevention education as well as inspectional services as they pertain to the fire service. Ideally, the towns wanted someone able to perform all of the essential functions and have the knowledge, ability and skills of Firefighters and EMT's. This way, in case of emergency, they could serve as an added member to the response team. This would be valuable considering how much these departments lean on volunteer fire fighters. This would require applicants to have extensive knowledge and skill in fire prevention, fire suppression, emergency medical care, rescue and victim extrication, hazardous materials operations, and general emergency operations. They would be hired utilizing a new Fire Prevention Committee, consisting of representatives from each town.

The group agreed that fee structures should remain untouched. While many fees are set by statute, many aspects of the Fire Inspection Fee Schedule vary from town to town. While it would be more difficult for the Inspector to determine fees from town to town, altering these fee schedules would surely result in pushback from communities and create unnecessary stress for the program. Assessments, meanwhile, would be proportional to use of the service. Because records would already be tracked by the Fire Inspection Officer, the group decided assessments should be defined by a formula based on the volume of permits to each town. To offset these costs, permit fees would remain with the town in which they were issued. This arrangement was reviewed by former Sudbury Fire Chief, John Mauro to ensure the group's plan was realistic and would comply with relevant laws and regulations.

While the group agreed to the job description (Appendix A) and most aspects of an Inter-Municipal Agreement (Appendix B) prepared by CMRPC, no town could absorb the responsibility of hosting the new shared service. This was due not only to the limited amount of time the Chiefs have to manage employees, but also to the simple fact that the towns' fire stations could not physically house an office appropriate for the new position. The group is now exploring whether they could outsource Fire Inspection. While they could appoint a vendor statutorily, there is a lack of qualified vendors for this service. The group has agreed that the most likely candidate would be a retired Fire Chief and is considering drafting a Request for Proposals for Fire Inspection. There is some concern about giving up control of the position because of the liability risk to the member towns.

Shared IT

From conversations with Paxton and from a Financial Management Review done by the Department of Revenue, it is clear that some sort of Information Technology expertise could increase efficiency and minimize security and capacity risks in Paxton. The Town does not have a formal computer services department. Under the oversight of the town administrator, Paxton has a consultant that provides system maintenance on an as-needed basis as well as monitors the network's integrity on an ongoing basis. The administrative assessor assists in the day-to-day computer management activities (e.g., user issues and network backups) because the town hall servers are located in the assessing office. The town's servers have virus protection software that is updated routinely, the town hall network (which includes all town departments except the police, library, and municipal light) is backed-up nightly, and the back-ups are stored in a firebox in the assessors' office. The town also has established a computer and internet use policy. The town offices have access to Microsoft Office applications as well as the internet and e-mail services. The financial offices use the integrated financial software system, and the assessing office uses the computer assisted mass appraisal system. Town hall offices also use off-the-shelf software applications, have specially designed programs, or manual record keeping systems to perform operations and/or maintain data. Often, this information is used by more than one office, but currently there is no means to transfer data electronically between offices and/or software applications. Therefore, information is routinely printed and re-keyed, wasting precious staff time.

With this in mind, it made sense to start a conversation with the Towns of Rutland and Barre as they have shared an IT employee for several years. The regional IT agreement between Barre, Rutland

and the Rutland Regional Emergency Communications Center was paused at the start of FY18, due in part to the impractical and unsustainable one-person staffing provided by it. Rutland and Barre have recently discussed the agreement both towns believe it can be restructured to provide for the joint procurement of a managed IT services vendor. As Paxton is also interested in fortifying their IT services, CMRPC has suggested that the three towns collaborate with CMRPC on an IT RFP similar to the IT RFP done in the Town of Bolton (Appendix C). Barre and Rutland want a vendor that will increase the capacity of their IT service. This would include advising services to help guide the towns in making IT related plans, improvements, changes, operating procedures, equipment decisions as well as equipment implementation, monitoring, servicing, repair, virus security, and archiving. In recent months, Bolton issued this RFP to procure managed IT services very similar to those described by Barre, Paxton, and Rutland. We will also work to restructure the previous Inter-Municipal Agreement to formalize the arrangement among the new working group (Appendix D).

Shared DPW

Paxton also entered into a discussion about a shared equipment repair facility hosted by the Town of Holden. As Holden prepares to build a new DPW facility, they brought the CMRPC into a meeting with their neighbor communities of Rutland, Princeton, West Boylston, Spencer, Leicester, and Paxton to explore opportunities for sharing DPW services. In theory, the towns could pool resources to build a shop for large repair projects. This would prevent them from using vendors and maybe leverage savings on these repairs. However, the group decided that the cost of building and maintaining a facility would far outweigh the potential benefit of bringing these services in-house. However, using the facility for storing shared equipment would allow these towns to better collaborate on pooling resources for specialized DPW equipment like bucket trucks or sign making equipment. The attendants agreed to share their capital plans so any overlapping needs could be identified. As is often the case with regionalization discussions, while the original goal of the meeting was not a success, a lot of progress was made by opening a dialogue in a group of neighboring towns.

Fire Prevention Officer (FPO)

JOB DESCRIPTION

TOWNS OF SPENCER, RUTLAND, PAXTON AND BARRE

SUPERVISOR: **Host Community (TBD) Fire Chief**

DEPARTMENT: Fire

PREPARED BY: Central Massachusetts Regional Planning Commission

STATEMENT OF DUTIES: This position specializes in code and regulation enforcement and fire prevention education as well as inspectional services as they pertain to the fire service additionally, shall be able to perform all of the essential functions and have the knowledge, ability and skills of Firefighters and EMT's. Performs administrative, fire prevention and code enforcement, fire protection, rescue, emergency medical service, hazardous materials mitigation, disaster response, and other duties that manage the day-to-day operations and which protect lives and property. Responsibilities require extensive knowledge and skill in fire prevention, fire suppression, emergency medical care, rescue and victim extrication, hazardous materials operations, and general emergency operations. Requires the ability to work quickly, effectively and calmly under stressful and difficult conditions. The work can be demanding physically, intellectually and emotionally.

JOB ENVIRONMENT: Some work is performed under typical office conditions while most work is performed in the field conducting inspections and performing other fire prevention tasks. Some work is performed under typical emergency conditions, consisting primarily of operations at fires, accidents, medical emergencies, and hazard emergencies. Some work is performed under poor weather conditions and during nighttime. Emergency work may involve considerable personal discomfort and danger, including exposure to fire, toxic substances, and other hazards. Firefighting and rescue tasks often involve extreme physical exertion such as lifting heavy objects or persons while wearing full protective clothing and SCBA. High noise levels often make communication difficult. Work is often performed in darkened conditions. Makes frequent contacts, requiring persuasiveness and discretion with various town departments, state and local officials, other fire departments, building and business owners, contractors, the media, insurance companies and the general public. Has regular contact with victims of emergencies by providing immediate assistance and helping them cope with the effects of the emergency. Contact is in person, by telephone, E-Mail, and by radio. The Fire Protection Officer (FPO) develops confidential files in relation to the provision of fire and emergency services. Errors in judgment, performance of duties, and use of equipment could reduce Department effectiveness, seriously endanger life and property, cause monetary loss, lead to delayed and insufficient response of required resources to emergencies, and result in direct financial and legal repercussions for the Town.

SUPERVISION: Appointed by a hiring committee with representatives from Spencer, Rutland, Princeton and Barre. Works under the direct supervision of the host community's Fire Chief in accordance with departmental rules and regulations and state protocols; independent action may be

required. Makes decisions which involve choice of actions, within limits defined by standard practices and instructions.

ESSENTIAL FUNCTIONS

A. Overview of Essential Functions: To perform inspections as per the Laws of the Commonwealth of Massachusetts and the regulations set forth under 527CMR and 780CMR as they applicable. Issue citations for violations, issue enforcement and abatement orders. Conduct fire safety and fire prevention instructions and demonstrations for the public.

B. Specific Essential Functions

1. Conducts fire safety and occupancy inspections, ensures compliance with fire code regulations, issues permits required by fire codes, evaluates and makes decisions concerning fire safety conditions and requirements and delegates the conduction of field inspections amongst department personnel
2. Conducts building and plan review for all occupancy types insuring adequate fire protection systems are installed
3. At the discretion of the Host Community's Fire Chief, responds to fires, accidents, medical emergencies, hazardous conditions, and other emergencies to provide assistance essential for protection of life and property. Tasks include: Fire suppression using hoses, nozzles, ladders, self-contained breathing apparatus (SCBA) and other specialized equipment; search and rescue of victims trapped by fire; extrication of trapped accident victims; ventilation of fire buildings; emergency medical care; isolation and control of hazardous materials accidents; and related duties as required
4. Operates fire and ambulance apparatus and all appurtenant equipment
5. Operates power, electrical and other firefighting and rescue equipment, including hydraulic and air operated rescue tools, power saws, pressure ventilators, generators, portable pumps, forcible entry tools, and other items
6. Evaluates hazardous materials incidents to identify potential dangers and determine appropriate action
7. Provides emergency medical care as a Basic Emergency Medical Technician or higher
8. Assists in investigation of fires to determine cause and origin
9. Organizes and conducts fire safety programs in all schools and civic groups
10. Performs preventive maintenance and testing of apparatus, tools, and equipment
11. Researches and helps develop Fire Department training programs
12. Performs administrative duties involving preparation of reports and correspondence, maintenance of files and records, prepares quality assurance reports, and presents statistical data to the Fire Chief and department personnel
13. Issues blasting permits, conducts site inspections, and investigates blasting complaints
14. Performs necessary inspections for storage and use of fuel and flammable liquids
15. Attends training programs and meetings as required
16. Related duties as required

The job specific essential duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties, responsibilities, skills, requirements, efforts or working conditions associated with the job and does not exclude them from the position if the work is similar, related or a logical assignment to the position.

QUALIFICATIONS:

A. Education and Experience:

1. Graduation from high school, or GED.
2. Graduation from an accredited school and certified by the State at the appropriate level.
3. Minimum 2 years experience in EMS as a Basic EMT.

B. Special Requirements:

1. Valid Massachusetts Driver's License.
2. Massachusetts Firefighter I/II Certification.
3. Massachusetts EMT B or higher Certification.
4. Fire Inspector I Certification. FPO Basis, FPO Level 1, FPO Level 2 (or working towards and must be acquired within 12 months).

C. Knowledge, Ability and Skill:

1. Knowledge of Basic EMT skills along with practices and principles, unrestricted physical and mental ability to perform required skills unsupervised under routine and/or extreme emergency conditions.
2. Knowledge of Firefighter I and Firefighter II and unrestricted physical and mental ability to perform required tasks solo or in concert with others under routine and/or extreme emergency conditions.
3. Knowledge of Hazardous materials response operations at the operational level and unrestricted physical and mental ability to perform required tasks solo or in concert with others under routine and/or extreme emergency conditions.
4. Knowledge of and unrestricted physical and mental ability to use highly specialized Firefighting, rescue, extrication, EMS and hazardous materials tools and equipment.
5. Knowledge and ability to operate specialized Firefighting, Rescue and EMS vehicles safely and in compliance with Massachusetts Law and Department guidelines.
6. Knowledge and understanding of Massachusetts General Laws, Fire prevention Regulations, State Building Code and NFPA.
7. Ability to communicate effectively, orally, written, and via computer.
8. Ability to follow-up on matters of importance.
9. Ability to safely drive and operate Fire Engine, Rescue Truck, Ambulance or other emergency or assigned non-emergency vehicle.
10. Ability to work and live cooperatively with teams of personnel in station, while training and on emergency or non-emergency scenes for extended periods of time.
11. Ability to understand, accept, and follow orders, protocols, directives, or guidelines under both emergency and non-emergency conditions or situations.
12. Ability to read and understand technical reports, magazines and texts and to incorporate new information into changes in skills delivery.

13. Ability to remain calm under extreme emergency conditions including life-threatening circumstances while performing required skills.
14. Ability to work rotating and/or non-rotating shifts.
15. Ability to perform other related or non-related emergency or non-emergency tasks or assignments as may be assigned.

The job specific abilities and skills listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

TOWN OF SPENCER, RUTLAND, PAXTON AND BARRE
INTERMUNICIPAL CONTRACT AGREEMENT
FOR A SHARED FIRE PRETECTION OFFICER (FPO)

This Intermunicipal Agreement made and entered into pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A by and between the Towns of Spencer, Rutland, Paxton, and Barre:

WITNESSETH

WHEREAS, Spencer, Rutland, Paxton, and Barre have determined that they share a need for a shared Fire Protection Officer (FPO); and

WHEREAS, Spencer, Rutland, Paxton, and Barre have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and

WHEREAS, Spencer, Rutland, Paxton, and Barre desire to enter into an Agreement that provides for the terms, conditions and liabilities of the parties with respect to a shared Fire Protection Officer, including, but not limited to terms of cooperation and obligations of each Town relative to cost of shared human resources, facilities, and operating costs.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

I. PURPOSE AND TERM

- a. The Fire Chiefs of Spencer, Rutland, Paxton and Barre will be the town's respective representatives to oversee the cooperative agreement. The approval of each town's Board of Selectmen will be required to amend this agreement.
- b. Spencer, Rutland, Paxton and Barre, acting through their respective representatives, shall have authority on a joint basis to appoint and discharge the Fire Protection Officer.
- c. Agreement dates shall be July 1st through June 30th of each fiscal year. (Contract year) The initial contract year should be _____, 2016 through June 30, 2017.
- d. This Agreement shall automatically renew annually every July 1st, unless notification is given by any town as provided below and **subject to funding by town meeting vote**.

II. BASIS FOR CHARGES AND BILLING

- a. All charges shall be billed by the host community each contract year and will be based upon the number of inspections the Fire Protection Officer completes in each town. This

annual appropriation shall be sufficient to pay all fees, supplies, insurances, wages, and health insurance, general maintenance, office expenses, vehicle expenses, uniforms, workers compensation, and equipment necessary for Fire Protection Services.

- b. Fees for permits will be determined by the respective town's existing fee schedule.
- c. All fines and permit fees collected shall remain with the member Towns.
- d. Payments from each town to the host community shall be made as follows:
 - a. First half billed in July and due on or before August 30th.
 - b. Second half billed in January and due on or before February 28th.

III. SERVICES PROVIDED BY THE HOST COMMUNITY

- a. The Fire Protection Officer will provide Fire Protection services to member as a full-time employee of the host community's Fire Department. The Fire Protection Officer shall complete all necessary commercial inspections in the Towns of Spencer, Rutland, Paxton and Barre.
- b. The shared Fire Protection Officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of the Town in which Fire Protection Services are being provided. The shared Fire Protection Officer will be an employee of the host community for purposes of this Agreement.
- c. The duties of the Fire Protection Officer shall include those listed in the job description for the Fire Protection Officer. In the event of a vacancy, one representative designated by the appointing body from the member towns shall be invited to participate in the hiring panel for the replacement Fire Protection Officer.
- d. Review of the Fire Protection operational procedures shall be performed by the host community's Fire Chief or their designee, and shall take place semi-annually or at any other time as requested by any other Town representative. The proposed budget for the upcoming fiscal year shall be reviewed and presented to each Town's Board of Selectmen as needed for fiscal planning. Budget meetings shall be held with each town's Board of Selectman's designee for budget formulation, prior to the budget being submitted to each town. The budget shall be approved by a majority of the member towns at Town Meeting to be in effect for the new fiscal year.
- e. Any grant funding or donations that are received shall be used for their intended purpose and if otherwise available, shall be used to reduce each town's contracted costs, and if appropriate, be applied to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
- f. Any funding left unspent from the previous fiscal year shall be applied as credit towards the next fiscal year's bill. Also, if there are any unforeseen overages during the fiscal year, those overages shall be proportioned amongst the member towns. Quarterly expense reports will be provided to all member towns.

IV. REQUIREMENTS OF TOWNS

- a. Fire Chiefs from each member town must delegate authority to the Fire Protection Officer.
- b. The host community shall provide and maintain any necessary and related equipment to assist with the operation of the Fire Protection Services. This shall include equipment for necessary office work completed by the Fire Protection Officer. All charges and maintenance costs for the above must be approved by a majority vote of the Towns at a Town Meeting and become part of the shared cost under Article II.
- c. Except as otherwise set forth herein, each party to this Agreement shall waive any and all claims against the other party hereto which may arise out of their activities while rendering or receiving services under this Agreement.
- d. All the privileges and immunities from liability and exemptions from laws, by-laws and regulations that Fire Protection Officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
- e. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to Fire Protection Services provided pursuant to this Agreement, the town receiving services shall be liable for and shall indemnify, defend, and hold the town rendering services harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees.
- f. The parties agree that the host community's Fire Chief will have discretion when deciding whether the Fire Protection Officer will participate in emergency response.
- g. The Fire Protection Officer shall maintain records reflecting all inspections completed in member towns including but not limited to: fees paid, permit status, inspection summary, owner's information, and dates of inspection, completion/rejection, and expiration. The Fire Protection Officer will also keep copies of any and all permits. The Fire Protection Officer shall provide to all parties a quarterly report to include calls to each town during the quarter and an end of the quarter update on the budget.
- h. All parties shall maintain records of any costs incurred and reimbursements and contributions made relative to the shared Fire Protection Services provided herein. The host community shall also annually provide a financial statement to the other parties relative to the providing of Fire Protection Services, as required under G.L c. 40, §4A.
- i. Any Audits required by G.L c. 40, §4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to G.L. c. 41 §50.
- j. All records referenced above shall be available for inspection by all parties upon reasonable notice.

- k. Each town shall be responsible for payment of legal services relating to enforcement actions taken by that town.

V. AMENDMENTS TO OR TERMINATION OF THE CONTRACT

- a. Amendments to this Agreement may be made after review of any requested amendment is made in accordance with Article III, C above.
- b. Any Town may, by vote of its Board of Selectmen, terminate its participation under this Agreement upon the provision that written notice thereof is provided to all other Towns at least ninety (90) days prior to the end of any fiscal year. Termination shall be effective at the end of the fiscal year in which notice is given.
- c. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- d. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

VI. NOTICES

All official notices are to be sent as follows:

Town of Spencer – Board of Selectmen
Town of Spencer
157 Main Street
Spencer, MA 01562

Town of Barre – Board of Selectmen
Town of Barre
40 West Street,
Suite 697
Barre, MA 01005

Town of Rutland – Board of Selectmen
Town of Rutland
246 Main St.
Rutland, MA 01543

Town of Paxton – Board of Selectmen
Town of Paxton
6 Town Hall Drive
Paxton, MA 01541

Whereas the Town of Spencer, Rutland, Paxton and Barre desire to enter into this Agreement for the efficient operation of Regional Fire Protection Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of **SPENCER**
Board of Selectmen

Chairperson

Date

TOWN of **PAXTON**
Board of Selectmen

Chairperson

Date

TOWN of **RUTLAND**
Board of Selectmen

Chairperson

Date

TOWN of **BARRE**
Board of Selectmen

Chairperson

Date



Bolton, Massachusetts

Request for Proposals

For

**Information Technology Managed Services
FY 2018 - 2020 – Town Hall and Satellite Offices**

Proposals Due: 11:00 a.m., June 12, 2017

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REQUEST FOR PROPOSALS

Information Technology Managed Services FY 2018-2020
Town Hall and 3 Satellite Offices (the “Town Hall Office Group”)

GENERAL REQUIREMENTS

Qualified proposers (vendors) are invited to submit a proposal in response to this Request for Proposals (RFP). Before submitting a proposal, each proposer must make a careful study of all specifications and proposal/contract requirements and fully assure themselves as to the quality and quantity of the services required by this RFP.

The successful proposer will be bound by all applicable statutory provisions of laws of the Federal Government, the Commonwealth of Massachusetts and the Town of Bolton.

Proposals that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected as informal by the Chief Procurement Officer. Conditional proposals will not be accepted. The Town reserves the right to reject any and all proposals, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the best interest of the Town.

If, at the time of the scheduled RFP due date, the Bolton Town Hall is closed due to inclement weather or another unforeseeable event, the RFP due date & time will be extended until 2:00 P.M. on the next normal business day. Submissions would be accepted until that date and time.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the Town of Bolton are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

No subcontracting of any work is allowed under this bid/contract without prior approval. The successful bidder will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Chief Procurement Officer of the Town.

All submitted technical proposals and associated price proposals must be guaranteed to the Town of Bolton for a period of sixty (60) calendar days from the RFP submission date. By or before that date the Town of Bolton will make a decision to either issue a contract or reject all proposals that were received. On either the date a contract is issued or the 61st day after the submission date, whichever shall occur first, all proposals will become public information.

The successful Proposer will be required to indemnify the Town for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., while under contract with the Town of Bolton, acting as the Town’s representative on this project.

If proposers have any questions concerning the terms and conditions set forth in this Request for Proposals, said questions must be submitted in writing to the Chief Procurement Officer, no later than three (3) business days prior to the date provided for submission of proposals. No further consideration will be given after the proposal₃ opening.

Proposals may be withdrawn without penalty prior to the time and date specified for the proposal submission deadline. Requests to withdraw a proposal must be made in writing, addressed to the Chief Procurement Officer.

All RFP proposal requirements, including these General Requirements shall constitute a part of the contract of services. A copy of the successful proposer's offer/proposal will be incorporated herein and made a part of the contract as well.

Governing Law & Entire Agreement

This contract and any disputes hereunder will be construed and interpreted in accordance with the laws of Massachusetts. The Vendor agrees that any and all legal proceedings between the parties, regardless of legal theory, will be brought exclusively in a state or federal court in Massachusetts and the Vendor consents to such jurisdiction.

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract will not be modified or amended except by a written document executed by the parties hereto.

Questions regarding the R.F.P. document, submission requirements or evaluation procedures can be directed to Mr. Donald Lowe, Town Administrator, Chief Procurement Officer, telephone: 978-779-3300 or townadministrator@townofbolton.com .

REQUEST FOR PROPOSALS

Information Technology Managed Services FY 2018-2020
Town Hall Office Group

TECHNICAL PROPOSAL SPECIFICATIONS

One contract will be awarded to the one responsive and responsible proposer who the Town determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in this R.F.P., as well as price. The contract that is awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful proposer and the appropriate Town officials. The contract will be for a period of one (1) year, with two (2) additional one-year extensions, of which the Town will have the sole option for exercising either of those option years. The first/initial year of the contract will commence on July 1, 2017 and end on June 30, 2018. Option year 1 will be July 1, 2018 – June 30, 2019, Option year 2 will be July 1, 2019 – June 30, 2020.

The performance and payment obligations of the Town for years 2 and 3 of this contract will be subject to appropriation or availability of funds. If the Town of Bolton should not, for any reason, at any time, appropriate or otherwise make available, funds to support continuation of performance in any fiscal year succeeding the first year, the Chief Procurement Officer will cancel any contract pursuant to this R.F.P. without penalty to the Town upon thirty (30) days' written notice to the Vendor.

PRE-BID CONFERENCE

There will be a pre-bid conference & building/equipment tour scheduled for Thursday, June 1, 2017 at 11:30 A.M. in the Board of Selectmen's Meeting Room at the Town Hall, 663 Main Street, Bolton, MA. This pre-bid meeting is NOT mandatory, but prospective proposers are encouraged to attend. This will be your only opportunity to ask questions regarding the Town's IT needs, and to view facility. Proposers with any questions regarding the conference may contact Donald Lowe, Town Administrator Chief Procurement Officer, at 978-779-3300, or at townadministrator@townofbolton.com.

CHANGES TO THE CONTRACT

No additional work or changes to the Contract are authorized unless a signed Change Order is issued by the Chief Procurement Officer of the Town of Bolton.

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the Town other than the Chief Procurement Officer, that change, modify or alter the Contract in any manner, will NOT be binding upon the Town or the respective Department for whom the work is being performed. Any work performed that is not covered by this RFP/Contract or a signed Change Order issued by the Chief Procurement Officer; is performed at the sole risk of the Vendor.

TERMINATION CLAUSE

If at any time the Town of Bolton determines that the services of the vendor are no longer needed, for any reason, even for convenience; then the Town will have the option to terminate this contract immediately, without penalty to the Town, upon written notice to the vendor. The vendor would be paid for all work completed up to the point of termination of the contract. All work finished, reports, paperwork, etc., will become the property₅ of the Town of Bolton. If at any time the vendor

fails to fulfill or comply with any of the requirements of this RFP/contract, such as shoddy workmanship, improper procedures, supplying sub-standard, improperly trained employees, not adhering to the work schedule, etc., the Town, at its option, can terminate this contract immediately, without penalty to the Town, upon written notice to the vendor.

REFERENCES

Proposers must submit a list of references of clients of similar size and complexity who they have performed similar services for over the past five (5) years (either one-time services or on-going). The list must indicate who each client is/was, a description of the client I.T. environment (i.e. number of facilities, servers, desktops/laptops, etc.), dates of service and what particular services were provided, what systems/software were implemented, supported, etc., or any special projects that were undertaken for each client. Proposers should indicate whether services provided / projects undertaken were successfully completed or not; and if they were involved in any disputes or unique situations, as well as the outcomes of any such disputes or unique situations.

This reference list must include contact names and telephone numbers. The Town is to have express permission to contact these people, either by telephone, written correspondence or in person, conduct a site visit, as to past performance. The Town reserves the right to contact any entity that the Vendor has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history. Any negative references received may be grounds for the REJECTION of a proposal.

INTERVIEW

Proposers may be required to appear for an interview, if so requested, with the Chief Procurement Officer, before any award is made. The purpose of the interview would be to review the Proposer's background and capabilities to satisfactorily oversee the Project and to provide the services called for in this RFP. Failure to comply with this request may result in the REJECTION of your proposal.

JOB SITE

Proposers are required to fully familiarize themselves of existing conditions of the entire job site where work may be performed over the life of the contract. Lack of knowledge or unfamiliarity of the project or job site after the contract has been awarded will not excuse non-compliance with the requirements of all specifications contained in this RFP document.

Services will be provided by the vendor to 4 separate buildings (Town Hall, Library, DPW office, and the Council on Aging, aka COA, office). Services will cover all I.T. equipment located within said buildings. The 4 buildings are located within the Town of Bolton at:

1. Bolton Town Hall – 663 Main Street, Bolton, MA 01740
2. Bolton Public Library – 738 Main Street, Bolton, MA 01740
3. Bolton DPW – 12 Forbush Mill Road, Bolton, MA 01740
4. Bolton COA – 600 Main Street, Bolton, MA 01740

For the remainder of this document the term “Town Hall Office Group” will be used to represent all 4 locations collectively. The term “Town Hall” will represent only the specific location at 663 Main Street.

The Town will have the option of adding other devices, if necessary, at any time during the term of the contract. If any new devices are added and/or software that is covered by an annualized/monthly service cost (as per the Vendor's pricing), the annualized/monthly cost would be allowed to increase, subject to negotiation of said price with the Town, to account for the increase in covered devices; keeping in accordance with the in-force contract pricing at that point in time.

The Vendor would be allowed to adjust such annualized/monthly cost accordingly, subject to negotiation of said price with the Town, keeping in accordance with the in-force contract pricing at that point in time.

INVOICING

The Vendor will bill the Town Hall Office Group in both, **A**) monthly installments for all services for which an annual fee applies, and **B**) for all requested services billed at hourly rates, both according to the Vendor's proposed and accepted proposal pricing as submitted in response to this Request for Proposals.

Invoices will be addressed to the "Town Hall, Attn: Linda Day, 15 663 Main Street, Bolton, MA 01740", and must show the Town Contract Number on them. All invoices must clearly indicate which service or project the invoice is for and must be itemized in detail, in a manner that reflects and clearly shows the appropriate line item(s) proposal pricing as listed in the Price Proposal section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The Town will pay all invoices within forty-five (45) calendar days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

If at any time the Town disputes an invoice or any portion thereof, the Town will submit a written claim (i.e. letter, e-mail, etc.) fully documenting the reasons the invoice is disputed. The Town will pay the undisputed portion of the invoice by the forty-five day payment schedule noted above. After receipt of the dispute, the vendor will investigate the disputed charges and either **a**) correct the invoice, or **b**) notify the Town if the vendor challenges the dispute and the reason(s) why. Once the dispute is resolved, the outstanding amount will become due and payable.

SUMMARY OF SERVICES

The Town of Bolton seeks the services of a firm (i.e. vendor) to provide support services for its information technologies (I.T.) system/network and "collaborative support" for selected business applications which are already under software maintenance/support contracts with the application provider. "Collaborative support" includes coordination with and/or onsite assistance to an application's support technician in order to effect timely and complete problem solving.

The Town Hall Office Group computing environment is comprised of 4 separate network infrastructures at 4 separate physical locations.

The Town Hall is the most complex being a client server architecture structured as a Windows SBS 2008 Active Directory Domain. It should be noted that a very limited subset of the full SBS feature set is used. The Microsoft Exchange and Sharepoint components, in particular, are NOT used. A separate legacy domain is also active, based on Windows Server 2000, to support a legacy business application (CAMA) for the Assessors department. All other users (besides Assessors) are setup with credentials/privileges on the Win 2008 domain. A typical client pc has MS Office

(versions vary from 2007 – 2015), uses Outlook as an email client, and has access to multiple network file shares. In addition to CAMA there are several other business applications for which the vendor is expected to provide collaborative support including GeoTMS/GeoTMS Web (an automated permitting system provided by Accela), Query Manager/Query Manager Online (parcel & GIS query tools provided by CAI Technologies), GIS mapping software (provided by ESRI), and the town web site hosted by Virtual Towns & Schools. The finance department has moved to cloud based applications (VADAR) and requires only occasional collaborative support for connectivity issues.

The Public Library is a hybrid environment with some support provided by CWMARs, a central and western MA library cooperative. CWMARs provides and supports their own local network and several library related applications including circulation desk (Evergreen), public pc reservations and printing (Envisionware), public catalogs (PWB), and a wireless solution. The vendor is expected to provide only occasional collaborate support for the CWMARs environment. All other software (Windows OS, Office, a “return to clean state” product (DeepFreeze by Faronics)) and all other hardware (public and staff pc’s/printers, some network devices, premises wiring, etc.) will be fully supported by the vendor.

The DPW is a very simple client only setup including only 2 desktops (running MS Office), and 2 printers. A cemetery management application is supported by the provider and requires very rare collaborative support by the vendor.

The COA office is also a very simple client only setup including only 2 desktops and 1 laptop (all 3 running Office), and 3 printers. A cloud based senior care application is supported by the provider and requires very rare collaborative support by the vendor.

Proposers are expected to have an intimate familiarity, knowledge, and experience with the above application and product set (or with similar applications/products), and should provide evidence thereof in their written proposal submission.

From a hardware perspective, the Town Hall Office Group has approximately 120 devices across the 4 locations. The following represents a recent snapshot:

Computer/Network Infrastructures for Town Hall Office Group

There are 4 separate computing infrastructures currently managed and maintained by the Bolton Town Hall IT Manager (detailed network diagrams are included in Appendix 1):

Bolton Town Hall is a traditional client server setup including:

- Servers – 3 separate physical servers:
 - Townsrv1 – very old platform running Win Server 2000, hosting CAMA (Assessor db/application), GIS file repository, shared drives for users. Will be deactivated when migration from CAMA to iasWorld (Cloud based Assessor db/app) is completed in late FY18.
 - Townsrv2 – older platform running Win Server 2008, hosting GeoTMS (a client server permitting application). Will be replaced with a new Townsrv5 running Win Server 2008 asap. Townsrv5 will host GeoTMS + misc file/backup services. After replacement, Townsrv2 may be used as archive server but this role is tbd.

- Townsrv3 – older platform running Win SBS 2008, running as PDC (Primary Domain Controller) and file services. Will be replaced with a new Townsrv4 running Win Server 2012 R2 Essentials asap. Townsrv4 will run as the PDC and will host GIS files, user files, Assessor files.
- Note: Townsrv2 and Townsrv3 hardware will be upgraded to new platforms asap. The upgrade will start June 1 but may not complete until after June 30. Townsrv1 will remain active, supporting the CAMA system until migration to iasWorld later in FY18 (targeted for late Spring 2018)
- Clients – 17 user desktop pc's running Win 10, 7, some XP. 1 Surface pc
- Printers – 1 large ptr/copier, 10 user ptrs (mfp's)
- Plotters – 1 large HP DesignJet 1055CM
- Phones – 14 handsets, VOIP, LAN connected
- Network :
 - ISP Connection – Comcast Biz Gateway
 - Firewall – Sonicwall TZ200 to be upgraded in early FY18 (to TZ300 or TZ400)
 - Core Switch – 24 port Cisco/Linksys SRW2024
 - Satellite Switches – 7 8-port Cisco
 - Wireless Routers – 1 old Linksys to be upgraded in FY18

Bolton Public Library is a client only setup including:

- Clients – 7 staff desktops, 1 staff laptop, 1 facilities control desktop, 13 patron desktops
- Printers – 1 large ptr/copier, 3 user ptrs (mfp's), 1 network shared ptr, 4 receipt ptrs
- Phones – 7 handsets, VOIP, LAN connected
- Network :
 - ISP Connection – Comcast Biz Gateway
 - Core Switch – 48 port Dlink DES-3550
 - Satellite Switches - 3
 - Wireless Routers – 1
- Network (CWMARS):
 - A separate network infrastructure (Comcast Gway, switches, etc. interconnecting public pc's, staff pc's, patron printer, Internet access etc). This is managed and supported by CWMARS, a central & western MA library cooperative and, as such, should not be included in the scope of services.

Bolton COA is a small client only setup including:

- Clients – 2 staff desktops, 1 staff laptop
- Printers – 1 med ptr/copier, 2 user ptrs (mfp's)
- Phones – 2 handsets, VOIP, LAN connected
- Network :
 - ISP Connection – Comcast Modem Cisco DPC3000
 - Wireless Routers -1 netgear WNDR4300

Bolton DPW is a small client only setup including:

- Clients – 2 staff desktops
- Printers –1 large ptr/copier, 1 user ptr (mfp)
- Phones – 2 handsets, VOIP, LAN connected
- Network :
 - ISP Connection – Comcast Biz Gateway
 - Satellite Switches - 1
 - Wireless Routers – Netgear DAP2553

Proposers are also free to propose I.T. support solutions that differ completely or in some modified form from the above if they so choose; or that complement or enhance the above listed solutions that the Town of Bolton is currently operating under. If different / modified solutions are offered, the proposer must outline **A)** the operational benefits of the proposed solution(s), and, **B)** the associated cost impacts of the proposed solution; said cost impacts to be presented in the Price Proposal portion of your RFP submission.

Proposers should be aware that the Chief Procurement Officer will ultimately decide, taking into consideration the advice of the I.T. Vendor, what I.T. solutions & direction the Town will operate under throughout the life of this contract, and that the I.T. Vendor will carryout & implement said policies of the Chief Procurement Officer.

The Town Hall Office Group does not have an Information Technology (I.T.) department, all I.T. services are outsourced to one vendor who functions as the Town Hall Office Group’s I.T. department.

The I.T. vendor provides advising services to help guide the Town Hall Office Group in making all I.T. related plans, improvements, changes, operating procedures, equipment decisions, etc., as well as providing all I.T. related services such as equipment implementation, monitoring, servicing, repair, virus security, archiving, etc.

Although the I.T. vendor will be functioning as the Town Hall Office Group’s de-facto I.T. Department, the I.T. vendor, along with all their employees, subcontractors, agents, etc., will remain an independent contractor in the performance of the services set forth in this R.F.P./contract. The Town will not exercise control over the I.T. vendor or its employees.

The selected vendor must commit and provide assurances that they will provide the highest quality services in their oversight of the Town Hall Office Group’s I.T. management & service needs.

The I.T. vendor will be allowed to use/implement, with the Chief Procurement Officer, whatever I.T. related tools, software packages, products, product-stacks, I.T. protocols (i.e. I.T. items) it sees fit to use in the management & operation of the Town Hall Office Group’s I.T. Network and all related Town Hall Office Group’s I.T. needs. As part of your RFP proposal, proposers should list all such I.T. items they would typically use/deploy, a description of what each I.T. item is, what it does, what it is used for, why your firm chooses to use such I.T. item, and related costs. Proposers are advised that **NO** startup, implementation, or migration costs can be included in your Price Proposal submission; as such, **ALL** costs must be incorporated into the Proposer’s proposed annual/monthly recurring costs. **Please note that the cost portion of this information must be submitted with your Price Proposal submission, NOT in your Technical proposal portion of your response.** See the section titled “Submission Requirements” for details. The Town requires the presentation of this information for use by the Chief Procurement Officer as part of their evaluation process. The Chief Procurement Officer will evaluate each proposer’s proposed suite

of I.T. items for appropriateness to the Town Hall Office Group's needs, operational ability/concerns, level of security, cost impact, etc.

SCOPE OF WORK

The vendor will perform all work and furnish all services necessary to provide the Town Hall Office Group with I.T. support services. The vendor will perform all work in accordance with the specifications contained in this R.F.P. and the proposal submitted by the vendor, all of which are incorporated herein by reference. In the event of any conflict in and between the documents making up the Scope of Work, such conflict will be resolved such that the Town Hall Office Group receives the highest quality and greatest quantity of services, as determined by the Chief Procurement Officer.

The nature of the required services is ongoing management, operation, upgrade, support and coordination of the Town Hall Office Group I.T. Networks to ensure proper implementation of new technologies, general management and operations, system and server backup & restore, engineering and creation of software utilities and scripts to perform various tasks, maintenance/troubleshooting of the Networks (hardware & software) as well as managing and monitoring the current ISP (Comcast) to insure reliable Internet connectivity and Comcast email services. It is the general intent of the Town Hall Office Group that the vendor will function as the Town Hall Office Group's adjunct I.T. staff, performing routine maintenance and updates to the network, as well as providing a needed resource for both end users of the system and management staff.

The Vendor will also provide management guidance & consulting services as requested by the Town, to assist the Town in determining its I.T. infrastructure needs, future Network planning, project development, etc.

Duties expected to be performed by the vendor are as follows, but not limited to:

1. Assess the impact and severity of notifications (alerts), determine action to be taken, communicate recommendations to the Town and seek approval. Proposers are advised that any cost basis associated with this task must be incorporated into the Proposer's proposed annual/monthly recurring costs; additional hourly charges will NOT be accepted.
2. Windows Servers installations, upgrading, and maintenance of several said servers.
3. E-mail operations and content: Email account services are currently provided by Comcast and Google's "Gsuite". Employees and staff of the Town Hall Office Group use Comcast and access email via desktop outlook clients, mobile devices, and/or webmail. Backup and archiving of email content is done locally via outlook data files. Outlook data file backup is also included in Carbonite cloud backup operations. Many town officials have Google Gsuite accounts for town business use. Backup and archiving for Gsuite email content is done via Google's "Vault" service. The vendor must monitor all ongoing email operations and periodically verify backup/restore capability. Please note that in the archiving of e-mails the Town of Bolton will retain ownership & access of all e-mail messages, data, etc., as required by Massachusetts State law. This provision will survive termination of the contract. Support for mobile devices (i.e. only droids, iPhones, and like-in-kind tablets) is required. Support for *personally* owned desktops / laptops is not to be provided without prior written approval from the Chief Procurement Officer.
4. Regular on-site system backup of all servers and critical data.

5. Weekly, on-site, single-user support; typically for troubleshooting desktop & printer issues, virus remediation, minimum user training, and installation of new equipment. This bi-weekly on-site service visit typically ranges from 4-8 hours each time.
6. Support Ticket System; in order to streamline support requests from the Town of Bolton, the I.T. vendor should have in place, or will be required to initiate, a support-ticket system for the Town's convenience. There will be no single point of contact for the Town. Ticketing system must be continually available to the Town to submit tickets, determine status, provides additional information, resolution, and reporting. Under the Support Ticket System, the following classifications will be used to determine the vendor's required response priority.

A. **CRITICAL EMERGENCY (See Item #7 below for response protocol):** represents a production outage / complete loss of service or significant network functionality that is completely unavailable, significant issues affecting a single user; or an issue that is degrading the performance and reliability of supported services; and no workaround exists.

Examples (but not limited to):

- Production network server is down (i.e. e-mail, workflow, vertical application, etc).
- Entire computer network is down.
- A portion of the network is down (connectivity lost).
- Printing Issues
- Unable to log into network.
- Specific computer problems.
-

B. **NON-CRITICAL**

1. **Non-Emergency 24-Hour Response (see Item #6 below):** Non critical but significant issue affecting a single user; or an issue that is degrading the performance and reliability of supported services; however, the services are still operational. Support issues that could escalate to Critical Status if not addressed quickly.

Examples (but not limited to):

- a. Individual computer problems.
- b. Printing Issues for multiple users.
- c. Isolated instances of a new computer virus.
- d. Unable to log into network.
- e. Individual computer problems.

2. **1-2 Day Response:** Routine support requests that impact a single user or non-critical software or hardware issue.

Examples (but not limited to):

- f. Single user may be able to use other workstations to remain productive.
- g. Printing issues for single users.
- h. User productivity affected but not completely halted.

3. **3-5 Day Response:** Scheduled requests and implementations; a minor service issue or general inquiry.

Examples (but not limited to):

- i. Intermittent problems with workstation but user still able to remain productive.
- j. Non-critical tutorial questions.
- k. User productivity may be slightly affected but never completely halted.
- l. User requesting assistance with copying or moving of non-critical files.

Please note that if the selected vendor has a different classification system, the Town will take that under advisement as to using said vendor's system

7. Proactive correction of critical I.T. environment problems in a time sensitive manner (requires prior Town approval). Upon notification from the Town of a critical problem or outage, the vendor will be required to contact the Town (i.e., e-mail, telephone, etc.) acknowledging receipt of the critical notification within a thirty (30) minute time frame. After this initial time frame, the vendor must initiate remote-login within thirty (30) minutes to start addressing the problem, or if an on-site response is required and requested, said on-site response must be within two hours after the notification window.
8. Printer administration, configuration, specification and installation.
9. New Workstation administration, configuration, specification and installation.
10. Installation of any new equipment to be added to the Town Hall Office Group's Network, including monitoring & maintenance of said new equipment.
11. Design and administration of Network Firewall Hardware & Software with port-by-port and system-by-system access control, mapping of ports for controlled access to systems behind the firewall using a single routable IP address mapped to specific systems.
12. Implementation and administration of the Unsolicited Commercial E-mail (spam) filter and blocking system.
13. Administration of the various wireless networks
14. 24 hours-a-day/7 days-a-week network monitoring of the following, and monitored outage or trouble alarms with appropriate response for problems of the following;
 - a. Availability, proper operation, monitoring & troubleshooting of critical systems on the network; including all required maintenance and disaster recovery when necessary.
 - b. Availability, proper operation, monitoring & troubleshooting of firewall software and systems.
 - c. Speed of network access including all wireless network end points, access to the Internet with proper routing to specific points; including all required maintenance.
15. Proactive correction of network problems with a response within 1 hour for critical problems or outages.
16. Configuration and maintenance of domain controller (and associated services) servers and related domains.

17. Maintaining/monitoring/stability of network reliability and availability (measured constantly), including Internet connectivity.
18. Administration of the backbone, physical network including routers, firewalls, switches, hubs, wiring, interconnects, etc.
19. Performance assurance checks for all servers, including, but not limited to, Microsoft updates, clearing resources, and normal maintenance.
20. The vendor will work directly with Town Hall Office Group personnel and end users to resolve problems.
21. Monitoring workstations, servers, and associated equipment.
22. Cabling – the Vendor will coordinate all building low-voltage cabling work that may be needed for any I.T. Network related purpose. Vendor would be responsible for overseeing & installing any such cabling, whether with their own employees or via a hired sub-contractor. Please Note that cabling work is subject to the Massachusetts Prevailing Wage Law & Reporting. State Wage Rate information is attached to the back of this RFP.
23. Chief Information Officer services to advise, develop, & design I.T. projects / initiatives / plans / budgets that the Town may want to investigate or undertake.
24. Attendance at any meetings that requires an I.T. Representative.

The Town Hall Office Group expects the vendor to equal or exceed the technical services and departmental administration services provided under the current outsourcing contract which is summarized below:

The “IT Manager” services package currently being delivered encompasses all roles typical of a technical department manager combined with a technical individual contributor.

Technical Dept. Mgr. roles include:

- Budget planning, monitoring, adjusting, reconciling
- Work definition and prioritization
- Technology refresh/improvement plans
- Vendor evaluation/management
- Purchasing / Leasing
- Maintenance contract mgt
- Domain Registration mgt

Technical Individual Contributor roles include:

- Infrastructure hardware components - Monitor/Maintenance/Repair/Replace/Upgrade/Update of Servers, PC’s, Printers, Plotters, Firewalls, Cable modems, routers, switches, UPS units, cabling/wiring, security cameras, VOIP phones, etc.
- Infrastructure software components - Monitor/Maintenance/Repair/Replace/Upgrade/Update of OS for Servers, OS for PC’s, device drivers, printer utilities/applications, security software (AntiVirus, AntiMalware,

State Maintaining Deep Freeze, etc.), misc. business tools (MS Office apps), misc. updates (OS, Office Apps, etc.)

- User help desk - assist all users with any software/computer/mobile device/printer/network related problem encountered when using the infrastructure during day to day operations (fast response time required)
- Backup solutions - Install/Configure/Monitor/Maintain both cloud based (currently using Carbonite) and locally stored backups (redundant backup solution). Periodically test backup/recovery operations
- Business Applications - Install/Configure/Monitor/Maintain/Replace several business applications (mostly collaborative support with application provider):
 - CAMA - Assessor database & application/utilities
 - GeoTMS – Permitting database & application (Local pc and web versions)
 - ESRI GIS Software – Map development application
 - Query Mgr – A set of query tools integrated with ESRI GIS and data-synchronized with CAMA (Local pc and web versions)
 - Bolton GIS Maps Online – part of the Query Mgr (web version) package providing a portfolio of online GIS maps customized for Bolton. In addition to collaborative support, provide development/maintenance of some customized GIS content.
 - GSuite - Business oriented GMAIL and apps (for approx. 20 users)
 - Comcast email services – accessed with local Outlook client, mobile, web mail.
- DB updates/synchronization – synchronize data content among several databases including CAMA, GeoTMS, ESRI ArcGIS, Query Mgr (see Appendix 2 “Data Flow and Update Process for Key Business Applications”)
- Town Website Content – updates for permitting, online maps, misc. projects
- System Architecture/design to specify changes or evolution of networks, servers
- FY17 Projects – Historical Examples(special one-time efforts related to developing/implementing new solutions or providing unplanned deliverables)
 - New VOIP Phone System
 - Misc. GIS support – Update zoning map layers
 - Email for Gov Officials – define requirements, evaluate alternative solutions (GSuite chosen)
- FY18 Planned Tasks
 - Complete Tech refresh (update hardware, OS) of servers – process started in June 2016.
 - Tech refresh (update hardware, OS, MS Office) of assessor pc’s
 - etc.
- FY 18 Planned Projects
 - Migration of GeoTMS to Accela or other cloud based solution (proj mgt & tech requirements support)
 - Migration of CAMA to iasWorld (collaborative support only)
 - tbd

MINIMUM QUALIFICATIONS & REQUIREMENTS

Via your R.F.P. proposal, I.T. firms should demonstrate/convey how they can meet all of the following criteria listed below, as well as their knowledge & experience in providing all of the required services listed under the “Scope of Work”.

I.T. firms must have a minimum of at least five years of experience in providing the types of information technology services required herein. The experience requirement can be met by the firm itself having been in operation for a minimum of five years, or if it is a relatively new firm, by key people employed by the firm (i.e. Chief Information Officer, Network Systems engineer, etc.) having five or more years of related I.T. experience.

Firms must demonstrate that they possess all of the staffing, resources, knowledge, and experience necessary to be able to successfully deliver the full range of services required by the Town of Bolton for all of the Town’s Information Technology needs.

Firms should be intimately familiar with the software applications listed in this R.F.P., or should be able to demonstrate (in their written proposal) competency in like-kind products and applications.

Firms with prior government operational experience, particularly of Massachusetts municipalities, may be given preference over firms that do not have such experience, if it is demonstrated that such prior experience contributes to the needs of the Town Hall Office Group. Prior government experience is not necessary to respond to this R.F.P., and ultimately may not play a factor in the selection of the final candidate.

All staff required to provide the full range of I.T. services as required herein, must be directly employed by the I.T. vendor. Subcontracting of employees or outside services will not be allowed for servicing Town Hall Office Group’s I.T. needs. On some projects, sub-contracting may be allowed (e.g. cabling projects) as it is not expected that typical I.T. firms will have such staff/resource on their payroll. At all times said subcontracting will only be allowed with the prior written consent of the Town Hall Office Group. Firms should be aware that in certain circumstances, Town employees may be used to augment the I.T. vendor’s staffing where projects allow (e.g. cabling projects, etc.).

REQUEST FOR PROPOSALS

Information Technology Managed Services FY 2018-2020 Town Hall Office Group

SUBMISSION REQUIREMENTS

Proposers must be able to comply with all of the RFP specifications in order for your proposal to be accepted. Please read all of the RFP specifications and follow all instructions in preparing your RFP response. Failure to respond properly may result in the REJECTION of your proposal.

Sealed proposals for the hiring of **Information Technology Managed Services FY 2018-2020** – **Town Hall** will be received in the Office of the Town Administrator Chief Procurement Officer, Town Hall, 663 Main Street, Bolton, MA 01740, until the deadline for submission stated below, at which time all proposals received will be recorded in the presence of such proposers as desire to be in attendance. No proposals will be accepted after the time and date specified.

Proposers must submit **one (1) original and two (2) exact copies** of the Technical Proposal with all required information included and **one (1) original copy** of the Price Proposal. The Technical Proposal and Price Proposal must be submitted in **separate, sealed envelopes** bearing on the outside the name and address of the Proposer, addressed to the Chief Procurement Officer of the Town of Bolton. The Technical Proposal must be properly filled out, signed, sealed and endorsed, and must NOT include any pricing information. Telephone responses, faxed, or e-mailed replies will not be accepted. No responsibility will be attached to any person or persons for the premature openings of proposals not properly marked.

The Technical Proposal envelope must be labeled:

“Information Technology Managed Services FY 2018-2020 – Town Hall - Technical Proposal”

The Price Proposal envelope must be labeled:

“Information Technology Managed Services FY 2018-2020 – Town Hall - Price Proposal”

Complete proposal packages must be received by:

11:00 A.M. June 12, 2017

In the Office of the Town Administrator Chief Procurement Officer
Attn: Mr. Donald Lowe, Town Administrator Chief Procurement Officer
Town Hall
663 Main Street
Bolton, MA 01740

Each firm desirous of consideration will submit the following

1. All Technical & Price Proposals must be signed by the Proposer or a representative of the Proposer authorized to act on behalf of the Proposer.
2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement form must be included with your Technical Proposal submission.
3. All Price Proposals must state firm pricing for all required services as listed in this RFP.

4. Complete description and background information on the company replying to the RFP. Who the Company is, what they do, how long they have been in business, why they are qualified to perform these services, etc.
5. Identify and provide resumes of key/lead personnel who will be assigned to the account, including what their role will be.
6. Indicate which individual will serve as the Account Manager on this account, providing contact address, e-mail, and telephone number(s) for said individual.
7. Indicate what manufacturer authorizations and certifications employees may hold, what training programs your employees have passed, or are implemented in your company, all other job certifications, licenses, etc., held by your company and/or employees.
8. Provide a brief description of similar I.T. services projects that your company performed a function on within the past five years, of comparable size and complexity to the services required by the Town Hall Office Group. This reference list must include what the role of your company was, including contact names and telephone numbers for each project/account.
9. Provide a listing of projects and/or I.T. management contracts which your firm worked on / provided services under. Provide brief descriptions of what role your firm played in each project / I.T. contract, who was assigned as the Account Manager, what level of authority your firm was given in each project, what tasks were performed, what services were provided, etc.
10. List references for the past five (5) years who are familiar with your work on similar projects. The Town is to have express permission to contact these individuals, either in person, by phone, and/or written correspondence, as to past performance.
11. Submit a list of all firm staff, their area(s) of expertise, and what tasks/responsibilities they will be assigned to for the Bolton account.
12. Indicate whether or not your firm has been dismissed or disqualified from a project within the past five years, and if yes, the reason why.
13. All other information as necessary to comply with the requirements of this Request for Proposals as well as any other information that the Proposer believes would be beneficial to the Town in considering your proposal. It is understood that upon written request from the Town Chief Procurement Officer, a proposer may be required to submit further information to support the proposer's qualifications.

COMPARATIVE SELECTION CRITERIA

Each of the following questions pertains to requirements listed in this R.F.P. These questions will be used by the Chief Procurement Officer in reviewing all Technical Proposals submitted. Each question will receive one rating of either: Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each proposal, to be used in the Selection Process segment of this R.F.P. **If any question receives a rating of "Unacceptable" that proposal will be REJECTED.** These questions are listed herein for demonstration purposes only, not to be answered or responded to by a proposer.

QUESTION #1

Experience level of the person to be assigned as the I.T. Services Chief Information Officer, in regard to previous experience on similar type projects and handling similar duties:

Highly Advantageous: CIO has previous experience with similar type/size projects as well as handling similar duties.

Advantageous: CIO has previous experience with similar type/size projects and handling mostly the same type of duties.

Not Advantageous: CIO has previous experience with only smaller, and/or somewhat similar type projects and only handling some/few of the required duties.

Unacceptable: CIO has no previous experience with similar type projects.

QUESTION #2

Experience level of the firm's staff that will be working on this account, in regard to previous experience on similar type projects and handling similar duties:

Highly Advantageous: Staff has previous experience with similar type/size projects as well as handling similar duties.

Advantageous: Staff has previous experience with similar type/size projects and handling mostly the same type of duties.

Not Advantageous: Staff has previous experience with only smaller, and/or somewhat similar type projects and only handling some/few of the required duties.

Unacceptable: Staff has no previous experience with similar type projects.

QUESTION #3

Adequacy of the firm's resources to successfully manage the Town Hall Office Group's I.T. needs:

Highly Advantageous: The Firm has adequate personnel and resources to handle all of the required duties to successfully manage the Town Hall Office Group's I.T. needs.

Advantageous: The Firm just meets the level of personnel and resources that would be needed to handle all of the required duties to successfully manage the Town Hall Office Group's I.T. needs.

Not Advantageous: It is evident through the Firm's RFP submittal that they are capable of managing the project, but that their personnel and resources would be stretched thin in performing the duties required of the Town Hall Office Group's I.T. needs.

Unacceptable: The Firm cannot commit, or does not possess, the level of personnel and resources needed to oversee this project.

QUESTION #4

Completeness/thoroughness of proposal describing what the I.T. Vendor will contribute to the Town Hall Office Group's I.T. needs and how they will accomplish all required aspects of this R.F.P.

Highly Advantageous: Highly responsive to all requirements; the Town Hall Office Group can clearly see that the Consultant fully understands all requirements and the quality of meeting requirements will be high.

Advantageous: Responsive to R.F.P. requirements. It is clear the Consultant understands all basic requirements and will meet them.

Not Advantageous: Consultant addresses meeting requirements in only a general way.

Unacceptable: Not responsive to explaining how the Consultant will meet requirements.

EVALUATION CRITERIA

The Town of Bolton will evaluate all proposals that offer all of the required I.T. managed services, to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the criteria and requirements set forth in this Request for Proposals.

In evaluating proposals, the Town Hall Office Group will consider, but not be limited to, the following evaluation criteria:

1. The price proposed for the various required I.T. managed services.
2. How well and to what extent the Proposer meets all requirements of this RFP.
3. If a proposal indicates any exceptions/deviations from the requirements, how well does the offered substitution meet or exceed the original specification/service that was required.
4. The individual merits and features of each proposer's operation/company/personnel as compared against other proposers.
5. Experience level and knowledge base of the assigned Chief Information Officer, Account Manager, service & support personnel, as well as any/all other key personnel assigned to this account.
6. Previous experience serving other municipal clients, particularly in Massachusetts.
7. Previous types of I.T. managed services and I.T. related projects the proposer has experience working on.
8. Completeness, clarity, and responsiveness of the proposer's RFP proposal submission.

SELECTION PROCESS

The Town will evaluate all proposals based upon the above criteria and will select the proposal deemed to be in the best interest of the Town. The Town will not necessarily select the proposal that offers the lowest purchase price if other criteria set forth are deemed to be more advantageous to the Town than the price.

One contract/purchase will be awarded to the one responsive and responsible Proposer who the Chief Procurement Officer determines offers the most advantageous proposal, taking into consideration all required qualifications, submission requirements and comparative selection criteria set forth in the R.F.P., as well as price. Emphasis in selecting a proposal shall be placed on the Proposer's suitability to meeting the needs of the Town Hall Office Group's I.T. requirements.

If the Town of Bolton determines that none of the proposals received offers the proper services or none are from a qualified proposer, in regard to the TOWN HALL OFFICE GROUP's I.T. requirements, and all other evaluation criteria as listed above, then all proposals will be rejected; this Request for Proposals will be cancelled and no purchase shall be made.

In the evaluation of any or all proposals, the Town, at its discretion, may obtain technical support from outside sources. Proposers will agree to fully cooperate with the personnel of such outside sources in the evaluation of their proposal. Failure to agree/cooperate may result in the **REJECTION** of your proposal.

The Town of Bolton reserves the right to reject any or all proposals if it shall be deemed in the best interest of the Town to do so.

The issuance of this Request for Proposals does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services.

CERTIFICATION REGARDING DEBARMENT

By execution of the bid/contract documents, the Vendor and all of its principals and owners certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. Town, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that any/all subcontractors used in the performance of this contract meet these same qualifications.

TO BE RETURNED WITH TECHNICAL PROPOSAL

PROPOSAL To the Town of Bolton, herein called the Owner, acting through its Town Administrator Chief Procurement Officer , for the purchase of **Information Technology Managed Services FY 2018-2020- Town Hall Office Group**

Proposer’s attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, proposers are required to submit the following information and any other information deemed necessary by the proposer. All of the following information regarding the Proposer must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation Partnership Proprietorship

If a Corporation
Full Legal Name _____

State of Incorporation _____

If a Partnership
Full Legal Name _____

If a Proprietorship/Individual
Name of Owner/Individual or d/b/a _____

Principal Place of Business _____

Place of Business in Massachusetts _____

Business Mailing Address _____

Telephone Number: _____ Ext. _____

Qualified to do business in Massachusetts YES NO

Give full names and titles of all the persons and parties interested in the foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

A foreign corporation is required to submit its’ certification of corporation from the Massachusetts State Secretary’s Office, as required by chapter 181 of the Massachusetts General Laws.

TO BE RETURNED WITH TECHNICAL PROPOSAL

Proposal – Information Technology Managed Services FY 2018-2020 Town Hall Office Group

If this proposal shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Saturday's Sunday's or Legal Holiday's) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the Proposer has abandoned the contract and thereupon the proposal (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this proposal is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the Town of Bolton, Massachusetts is pecuniarily interested in this proposal or in the contract that the Proposer offers to execute or in profits expected to arise therefrom.

The undersigned as Proposer declares that the only parties interested in this proposal as principals are named herein; that the Proposer has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this bid.

Social Security Number or
Federal Identification Number

Type Name of Person Signing Bid

Date _____

Signature

Title

Company Name

Street Address

Town, State, Zip

TO BE RETURNED WITH TECHNICAL PROPOSAL

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

it was VOTED that:

_____ (Name) _____ (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name, and on behalf of, said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

_____ under seal of the Company, shall
(Officer)

be valid and binding upon this company.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

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

_____ and that _____
(Officer/Name)

is duly elected _____ of said company; and the above vote has not
(Position/Title)

been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

Clerk's Signature

Clerk's Printed Name

TO BE RETURNED WITH TECHNICAL PROPOSAL
**TOWN OF BOLTON, MASSACHUSETTS
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQUEST FOR PROPOSALS FOR:
INFORMATION TECHNOLOGY MANAGED SERVICES FY 2018-2020

Addenda Acknowledgement

PROPOSAL SUBMISSION DATE: 11:00 A.M. Monday, June 12, 2017

The proposer acknowledges receipt of the following addenda:

Addenda # _____

Addenda # _____

Addenda # _____

Addenda # _____

-- OR --

None: _____

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

(Date)

PRICE PROPOSAL INSTRUCTIONS

PROPOSAL PRICING

All price proposals MUST be submitted in a separate envelope. See section titled “Submission Requirements” for submission instructions.

Proposers must submit pricing to cover all of the services required in this RFP.

The proposal prices must be all-inclusive, including all costs, fees, charges, expenses, etc., incurred in providing I.T. services to the Town; various tools & equipment needed to perform any I.T. services, diagnostic equipment, monitoring equipment, software packages provided/used by the Vendor in carrying out I.T. services (i.e. Anti-virus, Firewall protection, VPN software, etc.), your employee(s) travel costs, postage, fax and telephone charges, preparation of reports or instructions, etc., attendance at any meetings, either during normal working hours or at night, or any other items necessary to provide all of the required services. No separate fees or costs of any kind will be paid other than the stated/submitted proposal prices. Please note that night meetings are extremely rare; and typically they are when the Vendor is called upon to attend a Town Council meeting to discuss the Town’s I.T. needs and infrastructure.

Proposers may submit any pricing structure they so choose. Your price proposal can be one overall annual cost for all services, or a mix of annual/monthly costs and hourly pricing, or all hourly pricing, or any other combination of pricing that you choose to structure your service offerings around. The Town recognizes that all firms customize their pricing in their own specific way, and as such, proposers are free to submit whatever pricing structure/arrangement they so choose. Please be as clear and detailed as possible in presenting your pricing, so that it is in an easy to comprehend format/presentation.

Regardless of what type of pricing structure your firm submits, all proposers must also submit a listing of hourly rates for each I.T. discipline within your firm.

As stated in the first paragraph above, regardless of whatever pricing scenario(s) you submit, prices offered must cover all miscellaneous cost/expense items as described in said first paragraph.

For all service scenarios where hourly rates will be charged, the Vendor will only be allowed to charge for the following minimum billable hours (and incremental billing periods) for work performed during the following times:

1. **Monday – Friday, 7:00a.m. – 5:00p.m.:** Remote log-in: ¼ hour minimum; ¼ hour billing increments. On-site response: 1 hour minimum, ½ hour billing increments.
2. **Monday – Friday, 5:00p.m. – 7:00a.m.:** Remote log-in: 2 hour minimum; ½ hour billing increments. On-site response: 4 hour minimum; ½ hour billing increments.
3. **Saturdays & Sundays:** Remote log-in: 2 hour minimum; ½ hour billing increments. On-site response: 4 hour minimum; ½ hour billing increments.
4. **State & Federal Holidays:** Remote log-in: 2 hour minimum; ½ hour billing increments. On-site response: 4 hour minimum; ½ hour billing increments.

Please take these minimum billing hours into account when formulating your price submission. Proposers may offer minimum billing hours and/or billing increments that are less than the minimums listed herein. In no case will the Town accept minimums that are greater than what is listed herein.

PRICE ESCALATION CLAUSE

Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers cannot insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.

CERTIFICATION REGARDING DEBARMENT

By execution of the bid/contract documents, the Contractor/Vendor and all of its principals and owners certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. Town, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

Exhibit A
Information Technology Managed Services
FY 2018 - 2020 Town Hall Office Group

Price Sheet

This Price Sheet must be submitted with your quote.

Name of Vendor: _____

TOTAL COST for FY18 Services: \$_____

TOTAL COST for FY19 Services: \$_____

TOTAL COST for FY20 Services: \$_____

Contact Name/Phone: _____

Contact E-mail: _____



TOWN OF BOLTON MASSACHUSETTS

Town Hall, 663 Main Street, Bolton, MA 01740

Phone 978-779-2297 Fax 508-779-5461

NON-COLLUSION STATEMENT

The undersigned proposed has not divulged to, discussed or compared his/her proposal with other proposers and has not colluded with any other proposer or parties to the proposal whatever.

THIS PROPOSAL SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: () _____

PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

NAME, SIGNATURE AND COMPANY MUST BE THE SAME ON EACH OF THE FOLLOWING PAGES OF THE PROPOSAL AS THEY APPEAR ABOVE.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____

MASSACHUSETTS

Town Hall, 663 Main Street, Bolton, MA 01740
Phone 978-779-2297 Fax 508-779-5461

REQUIRED CERTIFICATIONS

1. **Certification of Good Faith.** Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certifies under the 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.

SIGNED: _____
Name of person signing bid or proposal

TYPED: _____

DATE: _____

2. **Certification that State Taxes are Filed and Paid:** Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is: _____.

By: _____ By: _____
Signature of Individual/Corporate Name (Mandatory) Corporate Officer (Mandatory, if applicable)

Date: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

3. **Certificate of Non-Conflict of Interest:**

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is pecuniarily interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise therefrom; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. 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.

Signed: _____ Date: _____
Name of Person signing bid or proposal

Typed: _____
Name of Business

**STANDARD GENERAL CONTRACT FOR
PROFESSIONAL SERVICES**

Agreement effective the _____ day of _____ 20____ by and between the TOWN OF BOLTON, 663 Main Street, Bolton, MA 01740, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Administrator as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and _____ (name & address)

_____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: _____

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) _____ and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit _____ and which is incorporated herein by reference. The total contract price is not to exceed:
_____.

ARTICLE II: Contractor shall commence the performance of this contract within _____ days of receiving written notice to proceed and shall have completed the work on or before _____ days after notice was received. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the _____ Commonwealth of Massachusetts and satisfactory to the

Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY- \$1,000,000 MINIMUM
UMBRELLA - \$1,000,000 MINIMUM
WORKER'S COMPENSATION - per statutory requirements

Other if	Automobile Liability insurance: \$	each person
Applicable:	Property:	\$ each accident
		\$

Certificates of Insurance acceptable to the Town, naming the Town of Bolton as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: Non-Collusion_The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within 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 contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless

the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Bolton and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

In the case of the Contractor to:

ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, then the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Bolton and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorney fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XX - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, _____ shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

Social Security Number or Federal
Identification Number

By _____
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the _____ day of _____, 20__.

Availability of Funds:

Town of Bolton by its
Board of Selectmen or Town Administrator
Date of Board Vote (if any) _____

Town Accountant

Contractor:

Witness

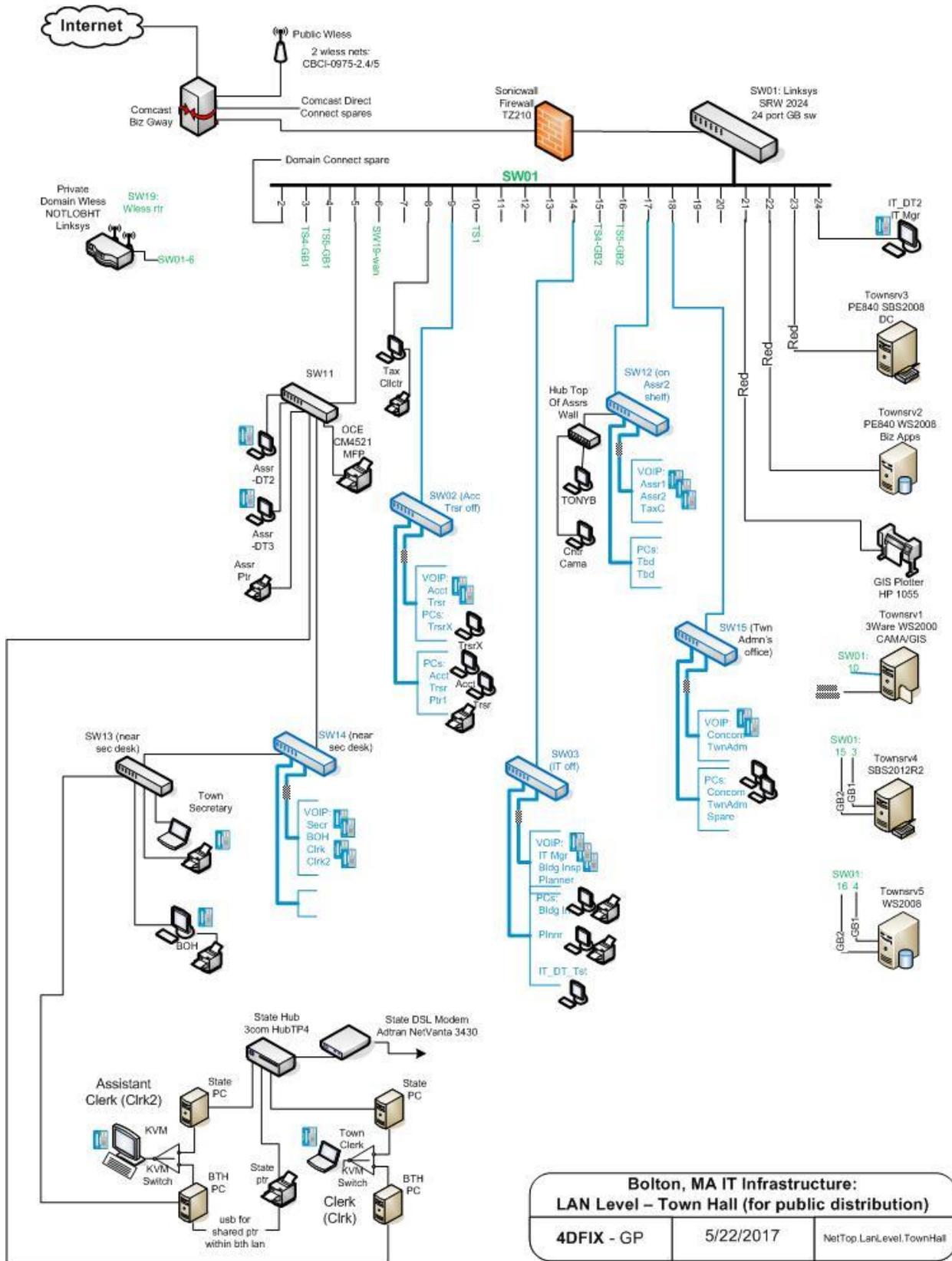
Signature

Print

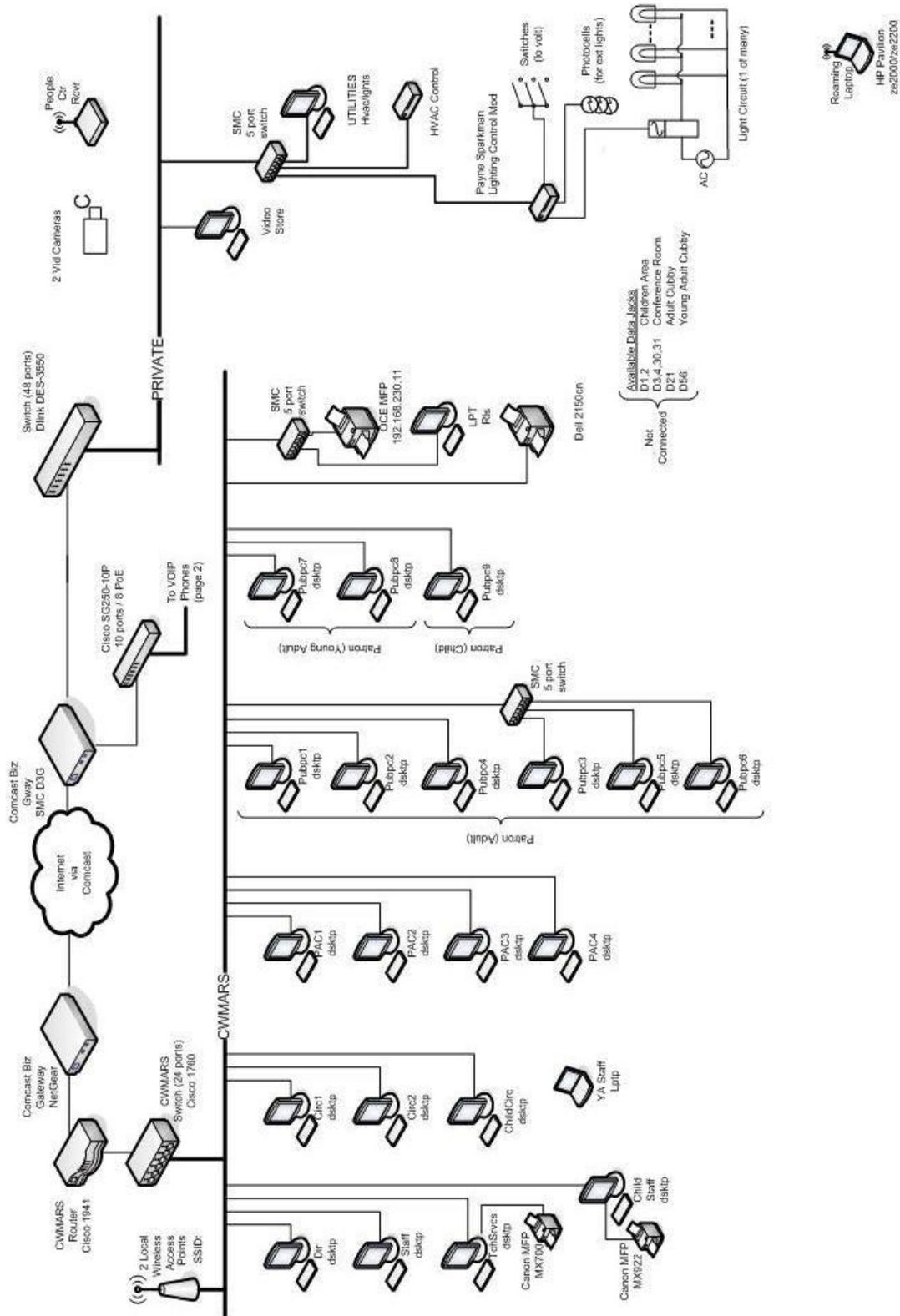
Title

Corporate Seal

Appendix 1.1 – Network Diagram: Town Hall – 663 Main St

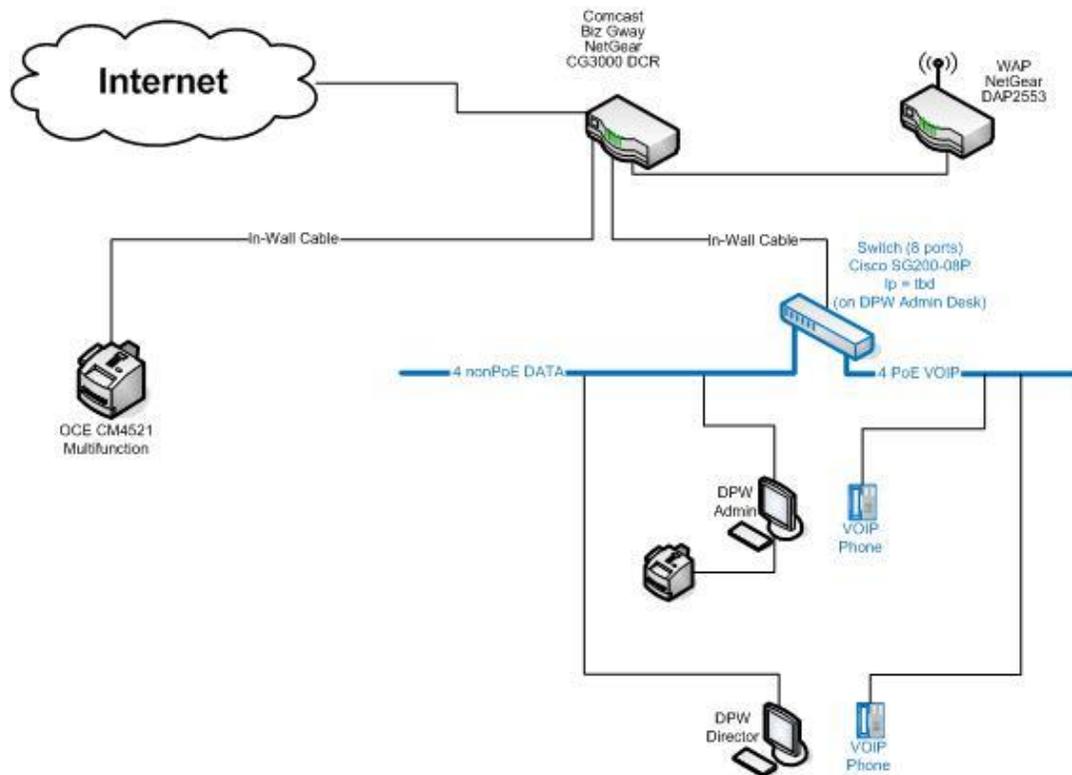


Appendix 1.2 – Network Diagram: Public Library – 738 Main St



Data Infrastructure
Bolton Public Library (for public distribution)
 4DFIX, 5 Apr 2017

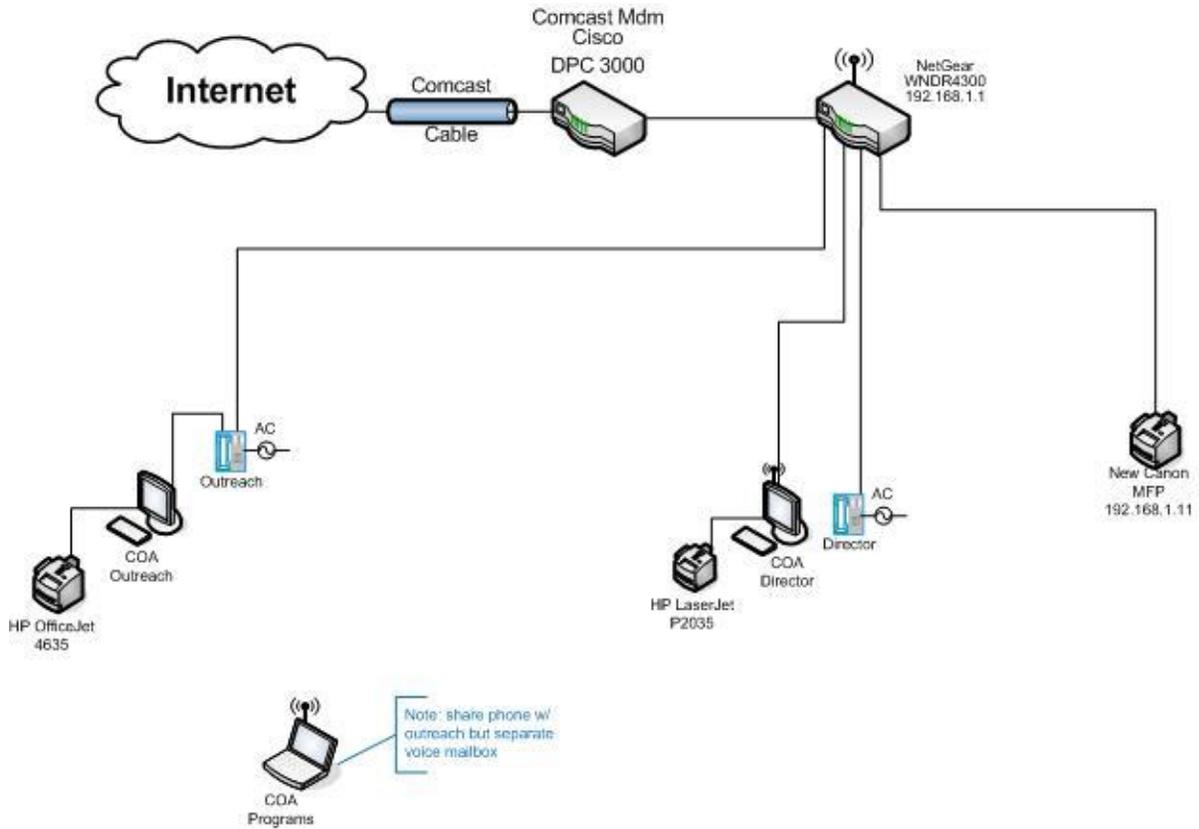
Appendix 1.3 – Network Diagram: DPW – 12 Forbush Mill Rd



Voip Notes (2 phones, 0 power modules):
 Cisco SG200-08P switch (4 PoE) provided by Bolton
 Assume all Voip phones will share net connection w/user pc
 MFP requires fax connection so maintain Vz line

Data Infrastructure (w/VOIP)
Bolton DPW (for public distribution)
 4DFIX, 5 Apr 2017

Appendix 1.4 – Network Diagram: COA Council on Aging – 600 Main St



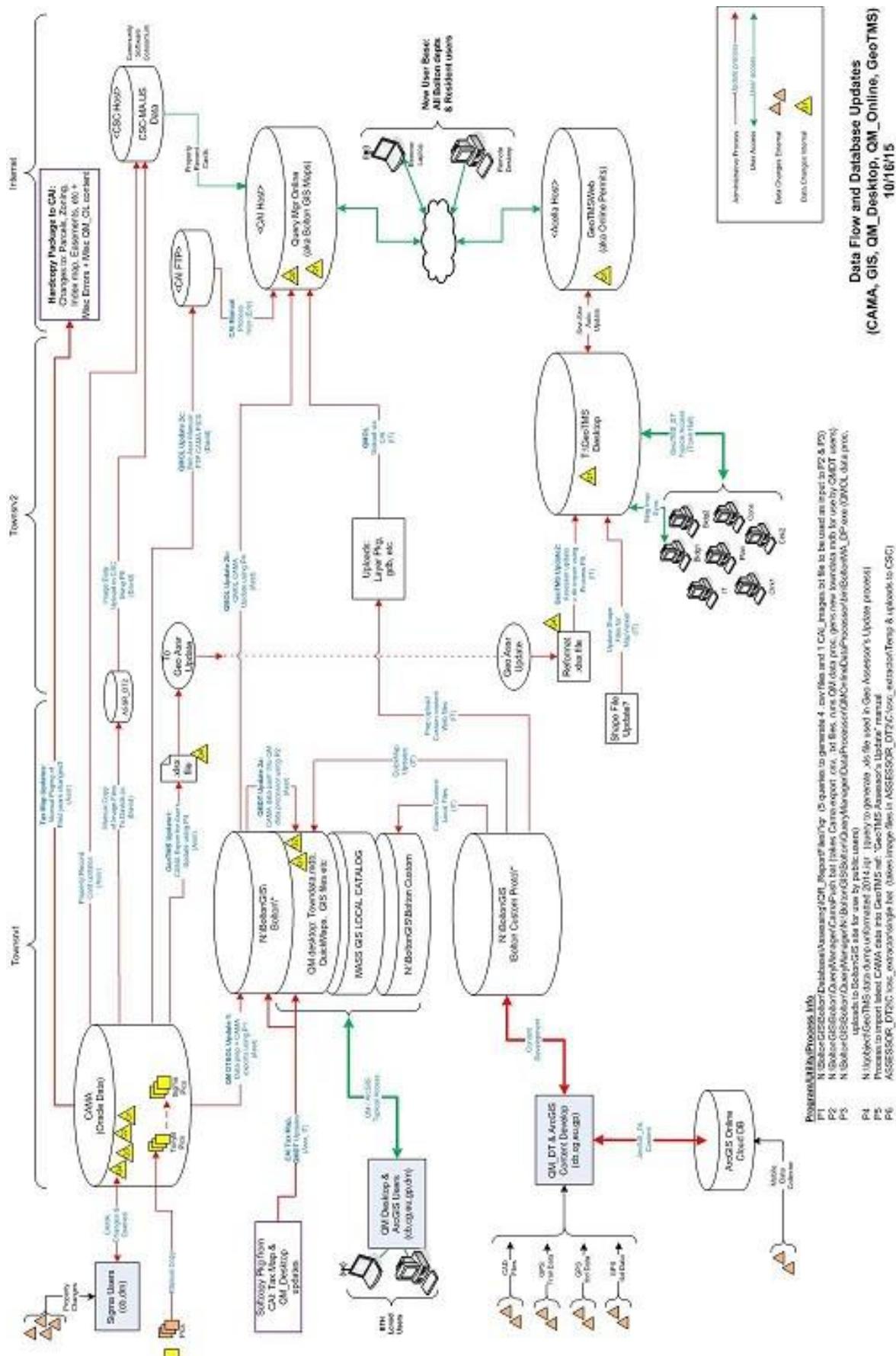
Voip Notes (2 phones, 2 pwr modules):

No PoE switch so all phones require power module
 Assume all Voip phones will share net connection w/user pc
 Programs & Outreach: share 1 ph w/separate voice mail boxes
 Fax: plan to discontinue but tbd

Data/Vox Infrastructure Bolton COA

4DFIX, 17 May 2017

Appendix 2 – Data Flow and Update Process for Key Business Applications



TOWN OF BARRE AND RUTLAND
INTERMUNICIPAL CONTRACT AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES

This Intermunicipal Agreement made and entered into pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A, as amended to date, by and between the Towns of Barre and Rutland:

WITNESSETH

WHEREAS, Barre and Rutland have a variety of information technology management needs with regards to certain municipal government functions and services; and

WHEREAS, Barre and Rutland have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and

WHEREAS, Barre and Rutland desire to enter into an Agreement that provides for the terms, conditions and liabilities of the parties with respect to information technology services, including, but not limited to terms of cooperation and obligations of each Town relative to cost of shared human resources and operating costs.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

I. PURPOSE AND TERM

- a. The purpose of this Intermunicipal Agreement is to provide for shared information technology services under the direction of the Town Administrators of the contracted towns. The Town of Barre shall assist the Town of Rutland as a technology consultant to municipal departments and the Rutland Regional Emergency Communications Center, providing appropriate access to, support for and maintenance of information systems and services.
- b. Agreement dates shall be July 1st through June 30th of each fiscal year. (Contract year) The initial contract year should be _____, 2015 through June 30, 2016.
- c. This Agreement shall automatically renew annually every July 1st, unless notification is given by any town as provided below and **subject to funding by town meeting vote**, for maximum of 25 years.

II. SERVICES PROVIDED BY BARRE

- a. Information technology support services covered by this Agreement shall be performed by Barre information technology personnel, known as the Information Technology Director. The IT Director is a full-time position, requiring 40 hours per week, providing support to Barre and Rutland under a regional agreement. The Rutland Regional Emergency Communications Center, under the control of the Town of Rutland, shall be considered a Rutland Department under this Agreement. Time allocated to each community in the regional agreement will be as follows:

Barre	33.3%
Rutland	33.3%
RRECC	33.3%

The allocation of weekly hours may change from week to week depending upon emergency situations or special circumstances but the allocation of overall hours will conform to the formula above.

- b. Information technology support services that cannot be performed by Barre personnel shall remain the financial responsibility of Rutland. Decisions on such work shall be made in consultation between the Barre IT Director and the Rutland Town Administrator and the Barre Town Administrator.
- c. The IT Director will be an employee of the Town of Barre for purposes of this Agreement.
- d. The IT Director shall be responsible for providing direct services to Rutland as described in the job description attached hereto as part of this Agreement as Exhibit A. Expenses related to information technology equipment, software, licenses or other related expenses are not covered under this agreement and each entity is responsible for budgeting those related costs exclusive of this agreement.
- e. Barre's IT Director shall provide 26.6 hours per week of on-site and/or remote services to Rutland, including RRECC and 13.3 hours per week of on-site and/or remote services to Barre, such services to be provided at such days and times as Rutland and Barre, acting by and through their respective Town Administrators may determine. The total hours include the state required meal time and break times and travel time between the member towns.
- f. In the event of a vacancy or during an approved absence of the IT Director (vacation, sick, personal time), each entity is responsible for their own IT support/maintenance.
- g. The duties of the IT Director shall include those listed in the job description. (See attachment "A") In the event of a vacancy, one representative designated by the Board of Selectmen from each town shall be invited to participate in the hiring for the replacement of the IT Director.

- h. The Town Administrators shall meet periodically to discuss issues and problems, if any, that may arise with respect to the implementation of this Agreement and to develop for their respective Boards of Selectmen recommended responses and solutions to such issues and problems.
- i. The proposed budget for the upcoming fiscal year shall be reviewed and presented to each Town's Board of Selectmen by February 1st of the preceding fiscal year. The budget shall be approved by a majority of the member towns at Town Meeting to be in effect for the new fiscal year.
- j. Any funding left unspent from the previous fiscal year shall be applied as credit towards the next fiscal year's bill. Also, if there are any unforeseen overages during the fiscal year, those overages shall be billed to the entity that incurred the overage.

III. BASIS FOR CHARGES AND BILLING

- a. In consideration of Barre providing information technology services, the Town of Rutland shall contribute to the cost of funding the Information Technology Director position. Barre will be responsible for issuing payroll, coordinating withholdings, and issuing benefits (health, dental, and life insurance, retirement, etc), and in turn, Rutland contributions will support this responsibility.
- b. Payments to the Town of Barre shall be made as follows:
 - a. First half billed in July and due on or before August 30th.
 - b. Second half billed in January and due on or before February 15th.

IV. REQUIREMENTS OF TOWNS

- a. Except as otherwise set forth herein, each party to this Agreement shall waive any and all claims against the other party hereto which may arise out of their activities while rendering or receiving services under this Agreement.
- b. All the privileges and immunities from liability and exemptions from laws, by-laws and regulations that Information Technology Services employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
- c. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to Information Technology Services provided pursuant to this Agreement, the town receiving services shall be liable for and shall indemnify, defend, and hold the town rendering services harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, including those arising from the handling and care of any animals from the town receive services.

- d. The parties agree that calls of an emergency nature shall take precedence over non-emergency requests.
- e. Barre shall maintain time records reflecting services rendered by the IT Director.
- f. Barre shall also annually provide a financial statement to the other parties relative to the providing of Information Technology Services as required under G.L. c. 40, §4A.
- g. Any Audits required by G.L. c. 40, §4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to G.L. c. 41 §50.
- h. All records referenced above shall be available for inspection by all parties upon reasonable notice.
- i. Each town shall be responsible for payment of legal services relating to enforcement actions taken by that town.

V. AMENDMENTS TO OR TERMINATION OF THE CONTRACT

- a. This Agreement represents the entire integrated agreement between Barre and Rutland and may be amended only by written instruments signed by the Board of Selectmen for both Barre and Rutland.
- b. Either town may, by vote of its Board of Selectmen, terminate its participation under this Agreement upon the provision that written notice thereof is provided to the other town at least ninety (90) days prior to the end of any fiscal year. Termination shall be effective at the end of the fiscal year in which notice is given.
- c. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- d. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.
- e. This Agreement shall be administered jointly by the Town Administrators of the two Towns or their respective designees.

VI. NOTICES

All official notices are to be sent as follows:

Town of Barre – Board of Selectmen
Town of Barre
40 West Street, Suite 697
Henry Woods Building
Barre, MA 01005

Town of Rutland – Board of Selectmen
Town of Rutland
246 Main Street
Rutland, MA 01543

Whereas the Town of Barre and Rutland desire to enter into this Agreement for the efficient operation of Information Technology Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of **BARRE**
Board of Selectmen

Chairperson

Date

TOWN of **RUTLAND**
Board of Selectmen

Chairman

Date