



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
William D. Chenard, Acting Town Administrator
James M. White, Jr., Director of Public Health
James G. Hicks, Chief, Natick Police Department
Catherine Sugarman, Prevention and Outreach Program Manager

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: January 23, 2018

SUBJECT: CONTRACT AWARD/SUBSTANCE PREVENTION CONSULTING SERVICES

On December 6, 2017, quotations were received in response to the Town's Request for Quotations (RFQ) to provide substance abuse prevention consulting services in the Town of Natick. Though the Town solicited quotes from at least three (3) different firms, the Town received one (1) quote in response. See attached. Since the amount of the procurement was anticipated to be between \$10,000.00 and \$50,000.00, a quote process was used. Unlike a bid or proposal process, formal newspaper advertisement, COMMBUYS advertisement, Goods and Services advertisement, website posting, and Town Hall posting, are not required or applicable.

The party submitting the lowest was Health Resources in Action, Inc. ("HRA"). HRA's original quote (the only quote received) was \$49,969 for all line items. HRA's overall quote exceeded the budget of \$40,000. However, it has agreed to provide the services in the following line item categories (engagement of Town of Natick's Opioid Task Force and Natick Together for Youth in Coalition Development, comprehensive strategic planning process, assist(ance) with writing/submission of grants, develop(ment of) content for primary prevention components of new coalition website, implement(ation of) two community education events in Spring 2018, assist(ance) with SUD needs as they arise, and associated travel costs) for an amount within budget - \$37,557.00.

The services to coordinate implementation of SAPC strategies and to operationalize documentation and communication systems for coalition, though touched upon in other items, will not be performed as separate items. This will allow Natick to award a contract, within budget, for the line items it feels are most critical.

Please advise if you have any questions or require additional information.

Quotes Received: 12/06/17.

Funding Source: \$40,000.00 – Acct. No. 0112302-500310

MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Quote Process – Substance Prevention Consulting Services

Date: January 23, 2018

In late November, 2017, I received a procurement request for substance prevention consulting services for the Town of Natick. The cost of these services is approximately \$40,000.00.

The requisite statutory reference governing procurements of non-exempt services estimated to cost between \$10,000 and \$50,000 is found in M.G.L. c. 30B, §4, which provides in relevant part:

(a) Except as permitted pursuant to this section and section 7, for the procurement of a supply or service in the amount of \$10,000 or greater, but not more than \$50,000, a procurement officer shall seek written quotations from no fewer than 3 persons customarily providing the supply or service. The procurement officer shall record: (1) the names and addresses of all person from whom quotations were sought, (2) the purchase description used for the procurement, (3) the names of the persons submitting quotations and (4) the date and amount of each quotation. Such information shall be retained in the file required pursuant to section 3. A governmental body may require that any procurement in an amount of not more than \$50,000 be subject to section 5.

(b) The procurement officer shall award the contract to the responsible person offering the needed quality of supply or service at the lowest quotation.

WRITTEN PURCHASE DESCRIPTION:

The following description was provided by Catherine Sugarman, MA, CPS, Prevention & Outreach Program Manager, for the Town of Natick:

The Town solicits Quotes from qualified firms or individuals for the procurement of substance prevention consulting services (the "Project"). The term of any contract awarded under this contract shall begin upon execution of a contract in the form of the attached and shall end on June 30, 2018.

The Town seeks to procure services from a qualified firm, with at least five (5) years of experience to provide prevention and outreach coordination services to the Town of Natick.

The Successful Quoting party shall:

- *Assist Opioid Task Force (OTF) and Natick Together for Youth (NTY) leadership in creating a comprehensive strategic plan that spans the behavioral health continuum.*
- *Operationalize documentation and communication systems for newly integrated coalition.*
- *Assist in writing and submission of grant applications.*
- *Develop content for primary prevention components of new coalition website.*
- *Coordinate implementation of Substance Abuse Prevention Collaborative (SAPC) strategies.*
- *Implement two (2) community educational events in Spring 2018.*
- *Assist in real time response to SUD related needs as they arise.*

The Successful Quoting party shall have a minimum of a Bachelor's degree in a related field and shall have five (5) or more years' experience in providing substance abuse prevention services

The Successful Quoting party shall also have an MA, MPH, MSW, or an equivalent Master's degree, or a Bachelor's degree in a related field.

SOLICITED FIRMS:

On November 29, 2017, I used the Request for Quotes and its purchase description to solicit four (4) firms/individuals for written quotes, as required by M.G.L. c. 30B, §4. Firms solicited for written quotes, at the emails shown below were:

1. Rosina Bowman
rosina.bowman@gmail.com
(617) 935-2833
37 Leicester Street
Brighton, MA 02135
2. Marissa Garofano
marisleigh@gmail.com
(508) 241-2724
72 Sophia Drive
Worcester MA 01607
3. Health Resources in Action
Steve Ridini, Ed.D, President & CEO
sridini@hria.org
(617) 451-0049
95 Berkeley Street, #201
Boston, MA 02116
4. Institute for Community Health
Lise E. Fried, DSc, MS, Executive Director
lfried@icommunityhealth.org
(781) 338-0300
350 Main Street
Malden, MA 02148.

Quotes were ultimately due no later than 11:00 A.M. local time on December 6, 2017.

DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:

1. On December 6, 2017, Health Resources in Action, at the above said address, submitted a quote of \$49,969.00 to provide the required services. The quote was broken down into the following items:

Services	
<ul style="list-style-type: none">Engagement of Town of Natick's Opioid Task Force and Natick Together for Youth in Coalition Development <p>Includes regular monthly calls with client over 6 months and engaging members during planning process</p>	\$1,092.

<ul style="list-style-type: none"> • Comprehensive Strategic Planning process Includes assisting the Coalitions in a planning process with up to four (4) priorities, twice-monthly 30-minute planning calls over a 3-4 month period of time, priority setting, Kick off meeting, up to 8 Key Informant Interviews, an all-day planning session with four (4) HRiA staff, and development 	\$18,251
<ul style="list-style-type: none"> • Operationalize documentation and communication systems for coalition Includes 2 meetings with Coalitions staff, members and youth; review and finalization of documents relating to communication systems. 	\$4,070
<ul style="list-style-type: none"> • Assist in writing/submission of grants Includes 12 hours of grant-writing and submission assistance 	\$2,755

<ul style="list-style-type: none"> • Develop content for primary prevention components of new coalition website <p>Includes 2 meetings with Coalition staff, members and youth, research of website SUP material and draft of content for website staff.</p>	\$5,650
<ul style="list-style-type: none"> • Coordinate implementation of SAPC strategies: <p>Includes 2 meetings with Coalition staff, up to 3-4 meetings with sub-committees, and an all day Coalition retreat for team- building and action planning.</p>	\$7,710
<ul style="list-style-type: none"> • Implement two community education events in Spring 2018 Includes 5 hours of planning (each meeting) and facilitation of two community events. 	\$5,800
<ul style="list-style-type: none"> • Assist with SUD needs as they arise <p>Includes up to 15 hours of on-going consultation.</p>	\$3,160
<ul style="list-style-type: none"> • Travel costs – These costs would include the cost of only mileage, tolls and parking, if necessary. Staff time for trips is subsumed into tasks described. 	\$849

2. Rosina Bowman, at the above said address, responded that she could not submit, due to the Town's insurance requirements.
3. Marissa Garofano, at the above said address, responded that it could not receive a letter of insurance for the amounts needed on a timely basis; thus, she could not submit.
4. The Institute for Community Health, at the above said address, responded that, due to scheduling and other reasons, it would not be submitting a quote.

The lowest overall quote was that of Health Resources in Action, which we have determined, based upon other knowledge, to be a responsive and responsible party. HRA's overall quote exceeded the budget of \$40,000. However, it has agreed to provide the services highlighted above (engagement of Town of Natick's Opioid Task Force and Natick Together for Youth in Coalition Development, comprehensive strategic planning process, assist(ance) with writing/submission of grants, develop(ment of) content for primary prevention components of new coalition website, implement(ation of) two community education events in Spring 2018, assist(ance) with SUD needs as they arise, and associated travel costs) with a total overall quote of \$37,557.00. The services not highlighted (coordinate implementation of SAPC strategies and operationalize documentation and communication systems for coalition), though touched upon in other items, will not fully be performed as separate items.

This number is within the Town's budget.

Award should be made, if at all, to Health Resources in Action, which is the responsive and responsive firm that submitted the lowest quote to perform all required services within budget.

Town of Natick, Massachusetts
Contract for Prevention and Outreach Coordination Services

This Contract is made this twenty-second day of January 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," or "the Town") and Health Resources in Action, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 95 Berkeley Street, Second Floor, Boston, MA 02116 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. **Scope of Services**

The Contractor shall provide prevention and outreach coordination services, as set forth in the following line items of the Request for Proposals for Prevention and Outreach Coordination Services in the Town of Natick ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference: Engagement of Town of Natick's Opioid Task Force and Natick Together for Youth in Coalition Development; Comprehensive Strategic Planning Process, Assistance with Writing/Submission of Grants; Development of content for primary prevention components of new coalition website; Implementation of Two (2) Community Education events in Spring 2018; Assistance with SUD needs as they arise; and associated travel costs. Coordination/implementation of SAPC strategies and operationalization/documentation and communication systems for the coalition, though touched upon in other items, will not fully be performed as separate items.

2. **Standard of Care**

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. **Term**

The term of this Contract shall commence as of the execution date of this Contract and shall end on June 30, 2018.

4. **Incorporation of the Request for Proposals/Order of Priority of Contract Documents**

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The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the sum of thirty-seven thousand five hundred fifty-seven dollars and zero cents (\$37,557.00), with line items as described above, and as set forth in the Contractor's Price Proposal. (See attached Price Proposal Form.)

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

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Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

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- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines

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insurer, and does not have a current Best's rating of A or better.

- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume

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all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick, and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy

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obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

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- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: William D. Chenard, Acting Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: President
Health Resources in Action, Inc.
95 Berkeley Street
Second Floor
Boston, MA 02116.

21. Miscellaneous Provisions

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- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any 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

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individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior

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express written approval of the Town.

- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

(The remainder of this page is left blank.)

Town of Natick, Massachusetts
Contract for Prevention and Outreach Coordination Services

The Town of Natick, Massachusetts

Health Resources in Action, Inc.

by: the Natick Board of Selectmen

by:

Jonathan H. Freedman, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Prevention and Outreach Coordination Services

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**TOWN OF NATICK
QUOTE FORM**

The Town solicits Quotes from qualified firms or individuals for the procurement of substance prevention consulting services (the "Project"). The term of any contract awarded under this contract shall begin upon execution of a contract in the form of the attached and shall end on June 30, 2018.

Printed Name of Quoting party:

HEALTH RESOURCES IN ACTION.

Address: 95 Berkeley Street

Boston, MA 02116.

Total fee: 49,969 dollars and 00 cents (\$49,969.00) (Write out in

both words and numbers.) Forty-nine thousand, nine hundred and sixty-nine
and zero cents, dollars

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the

Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Quoting party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Steven Ridini
Authorized Signature

Steven Ridini
Printed Name

President + CEO.
Printed Title

12/5/17.
Date

HEALTH RESOURCES IN ACTION.
Full Legal Name

(see attached)
Officers of Corporation and Addresses

Massachusetts
State of Incorporation

Boston, MA.
Principal Place of Business

Tel. 617-451-0049 x234

Qualified in Massachusetts Yes X No

Principal Place of Business in MA Boston, MA.



OFFICERS

Harriet G. Tolpin, PhD
Chair

Home: 505 Tremont Street, #703
Boston, MA 02116
H: 617-482-3055
htolpin@comcast.net

Michele Courton Brown
Vice Chair

Chief Executive Officer
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Jamaica Plain, MA 02130
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Treasurer

CHAIR: FINANCE COMMITTEE
President and CEO
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Thaleia Tsongas Schlesinger, RN

CHAIR: NOMINATING & GOVERNANCE
COMMITTEE

Home: 19 Addington Road
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Steven Ridini, Ed.D.
President

Health Resources in Action, Inc.
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Boston, MA 02116
Home: 23 Braddock Park #4
Boston, MA 02116
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C: 617-875-9446
sridini@hria.org

BOARD CONFERENCE CALLS

For ALL Board and Committee meetings,
please use the following conference line:

Phone #: 617-292-5064
Conference ID: 607300#

This line can accommodate calls with the
full Board when needed. Please note, all
callers will be placed on hold until the
meeting is joined by the President.



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C: 617-257-0427
H: 617-738-0436
richard_platt@harvard.edu(Correspondence)
richard_platt@harvardpilgrim.org(Scheduling)
Assistant: Joanne Cochrane
joanne_cochrane@harvardpilgrim.org
O: 617-509-9971

A. Proposed Quote for Town of Natick

Health Resources in Action (HRIA) is a non-profit organization, serving municipalities, government agencies, and community-based organizations across the country. Founded in 1957, HRIA works to help people live healthier lives and create healthy communities through prevention, health promotion, policy development, and research. This broad mission statement has remained consistent throughout HRIA's years of service and is reflective of the varied work performed by the numerous programs under its umbrella. HRIA's programs and services include: coalition building, strategic planning, research/evaluation, training, youth development, and advocacy/policy development. With a commitment to underserved and high-risk populations and support of important research on critical health issues, HRIA has earned a state-wide reputation for engaging youth and community members in substance use prevention work. HRIA manages the **Community Health Training Institute (CHTI)** for the MA Department of Public Health (MDPH), which provides customized trainings, webinars, and resources to build core public health skills among individuals and coalitions across the Commonwealth. HRIA also manages the **Massachusetts Substance Use Helpline**, providing information and referral services to over 25,000 callers and 150,000 web visitors each year. In addition, HRIA is currently coordinating **Project Here**, a collaborative project of the Attorney General's Office, General Electric Foundation, Epicenter Experience, and the Herren Project to support prevention among middle schoolers, and HRIA has a long history of peer leadership preventing substance use program development.

HRIA's quote for this RFQ is \$49,969, as noted in the attached documents. The table below describes the assumptions that inform this quote. HRIA staff identified for this work have over 40 years of experience in providing substance use prevention services and hold master's and bachelor's degrees. HRIA is happy to further discuss and negotiate identified core service and budget estimation with Town of Natick officials and other stakeholders.

Services	
<ul style="list-style-type: none">• Engagement of Town of Natick's Opioid Task Force and Natick Together for Youth in Coalition Development Includes regular monthly calls with client over 6 months and engaging members during planning process.	\$1,092.
<ul style="list-style-type: none">• Comprehensive Strategic Planning process Includes assisting the Coalitions in a planning process with up to four (4) priorities, twice-monthly 30-minute planning calls over a 3-4 month period of time, priority setting, Kick off meeting, up to 8 Key Informant Interviews, an all-day planning session with four (4) HRIA staff, and development of the SP report.	\$18, 251
<ul style="list-style-type: none">• Operationalize documentation and communication systems for coalition Includes 2 meetings with Coalitions staff, members and youth; review and finalization of documents relating to communication systems.	\$4,070
<ul style="list-style-type: none">• Assist in writing/submission of grants Includes 12 hours of grant-writing and submission assistance.	\$2,755

<ul style="list-style-type: none"> • Develop content for primary prevention components of new coalition website Includes 2 meetings with Coalition staff, members and youth, research of website SUP material and draft of content for website staff. 	\$5,650
<ul style="list-style-type: none"> • Coordinate implementation of SAPC strategies: Includes 2 meetings with Coalition staff, up to 3-4 meetings with sub-committees, and an all day Coalition retreat for team-building and action planning. 	\$7,710
<ul style="list-style-type: none"> • Implement two community education events in Spring 2018 Includes 5 hours of planning (each meeting) and facilitation of two community events. 	\$5,800
<ul style="list-style-type: none"> • Assist with SUD needs as they arise Includes up to 15 hours of on-going consultation. 	\$3,160
<ul style="list-style-type: none"> • Travel costs – These costs would include the cost of only mileage, tolls and parking, if necessary. Staff time for trips is subsumed into tasks described. 	\$849
Budget	\$49,969

Budget Notes:

The above costs assume:

- The client will provide and/or cover the costs for adequate meeting facilities (HRIA to provide recommended specifications), refreshments, hardcopy handouts, flip chart pads and easels, markers, LCD projector and screen, and any audio equipment if necessary.
- HRIA will deliver electronic files of agendas, materials for sessions, and all report draft and final documents.
- Other services beyond the scope of this proposal would require negotiation and mutual agreement of additional terms and fees.

B. Staffing/Personnel

1. Project Director:

Laurie Jo Wallace
Health Resources in Action
95 Berkeley Street
Boston, MA 02116
617.279.2223; ljwallace@hria.org

2. Other Staff:

Daisy P. Ortega, Director, Training and Capacity Building
Donna Burke, Project Manager, Strategic Planning & Org. Effectiveness
Amanda K. Ayers, Senior Project Manager, Strategic Planning & Org. Effectiveness

**Town of Natick
Natick, Massachusetts**

Request for Quotes

for

the Procurement of Substance Prevention Consulting Services

**QUOTES DUE:
December 6, 2017, 11:00 A.M. LOCAL TIME**
Late Quotes Will Be Rejected

DELIVER COMPLETED QUOTES TO:

Procurement Officer
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

I. INTRODUCTION

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), solicits written quotes for consulting services for the procurement of substance prevention consulting services. For a full description of the scope of services, please refer to Section II (A) of the Request for Quotes (“RFQ”).

Each Quoting party’s quote marked, marked “Quote for Substance Prevention Consulting Services,” will be received until **11:00 A.M. local time, December 6, 2017**, will be received at this address:

Procurement Office
Natick Department of Public Works Building
Second Floor
75 West Street
Natick, MA 01760.

Each Quoting Party’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in Procurement Office shall be considered official. No Quotes received after the date and time specified in the previous paragraph shall be accepted. No faxed Quotes shall be accepted. Conditional Quotes will not be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of Quotes shall be extended until 11:00 A.M. local time on the next business day that the Procurement Office is open.

Quotes may also be received by email at bleblanc@natickma.org.

Each Quote shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Quote submitted shall be binding for sixty (60) days subsequent to the time of the opening of Quotes.

The Town **will not** reimburse Quoting parties for any costs incurred in preparing Quotes in response to this RFQ. Submission of a Quote shall be conclusive evidence that the Quoting party has examined this RFQ and is familiar with terms of this RFQ and all provisions of the contract included with this RFQ. Upon finding any omissions or discrepancy in this RFQ, each Quoting party shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Quoting party to investigate completely the RFQ and/or to be thoroughly familiar with this RFQ shall in no way relieve any such Quoting party from any obligation with respect to the Quote. By submission of a Quote, the Quoting party agrees that if its Quote is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFQ and which is the form attached hereto at Attachment H. By submission of a Quote, the Quoting party further indicates acceptance of all terms and conditions of this RFQ.

II. BACKGROUND

The Town solicits Quotes from qualified firms or individuals for the procurement of substance prevention consulting services (the "Project"). The term of any contract awarded under this contract shall begin upon execution of a contract in the form of the attached and shall end on June 30, 2018.

A. Scope of Services

The Town seeks to procure services from a qualified firm, with at least five (5) years of experience to provide substance prevention consulting to the Town of Natick.

The successful quoting party shall:

- Assist Opioid Task Force (OTF) and Natick Together for Youth (NTY) leadership in creating a comprehensive strategic plan that spans the behavioral health continuum.
- Operationalize documentation and communication systems for newly integrated coalition.
- Assist in writing and submission of grant applications.
- Develop content for primary prevention components of new coalition website.
- Coordinate implementation of Substance Abuse Prevention Collaborative (SAPC) strategies.
- Implement two (2) community educational events in Spring 2018.
- Assist in real time response to SUD related needs as they arise.

The Successful Quoting party shall have a minimum of a Bachelor's degree in a related field and shall have five (5) or more years' experience in providing substance prevention services

The Successful Quoting party shall also have an MA, MPH, MSW, or an equivalent Master's degree, or a Bachelor's degree in a related field with at least five (5) years' experience in substance abuse prevention work.

The Successful Quoting party shall agree to carry to abide by the terms and conditions of the attached contract. No outside terms and conditions documents/amendments will be considered.

B. Successful Quoting Party's Personnel

The Successful Quoting party shall be responsible for any training of his/her/its personnel. The Successful Quoting party's personnel shall be adequately trained by the Successful Quoting party, shall be experienced in the provision of services specified in this RFQ, and shall be of good moral character. All of the Successful Quoting party's employees assigned to the work under any contract with the Town shall pass Criminal Background Screening.

The Successful Quoting party shall provide the Town with the following information:

1. Name, business address, telephone, and cell phone numbers of the person(s) in charge of the work under any contract with the Town.
2. Name, address, and telephone number of all employees assigned to the work under any contract with the Town. The Successful Quoting party will update this list whenever there is a change in personnel.

III. COMPLIANCE WITH LAWS

The Successful Quoting party shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Quoting party shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

IV. INSURANCE

The Successful Quoting party shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFQ and is incorporated herein by reference. Without limitation of other requirements of this RFQ, no Contract shall be entered into by the parties unless the successful Quoting party complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language concerning notice of cancellation or amendment of any and all insurance policies required under the Contract, and which include the required language mandating that the Town shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

V. INDEMNIFICATION

The Successful Quoting party shall assume the indemnification responsibilities described in the Contract which is a part of this RFQ and is incorporated herein by reference.

VI. INDEPENDENT CONTRACTOR STATUS

The Successful Quoting party shall provide services as an independent contractor with the Town, and not as an employee of the Town, and the Successful Quoting party and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without

limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

VII. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Quoting party who is performing services under any Contract awarded by the Town of Natick, the Successful Quoting party shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Quoting party's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Quoting party to provide such information to the Town, the Successful Quoting party shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

VIII. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Quoting party is prohibited on Town of Natick property which is the subject matter of this RFQ and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Quoting party violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Quoting party shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Quoting party shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

IX. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Quoting party, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

**TOWN OF NATICK
QUOTE FORM**

The Town solicits Quotes from qualified firms or individuals for the procurement of substance prevention consulting services (the "Project"). The term of any contract awarded under this contract shall begin upon execution of a contract in the form of the attached and shall end on June 30, 2018.

Printed Name of Quoting party:

Address: _____

Total fee: _____ dollars and _____ cents (\$_____.) (Write out in both words and numbers.)

The undersigned certifies, under penalties of perjury, that this Quote 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.

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Quoting party has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the

Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Quoting party hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Officers of Corporation and Addresses

State of Incorporation

Principal Place of Business

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

**ATTACHMENT
FORM OF CONTRACT**

(SEE ATTACHED DOCUMENT.)

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

This Contract is made as of this _____ day of _____, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town"), and _____, a _____ organized under the laws of _____, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide substance prevention consulting services, as described in the Request for Quotes for the Procurement of Substance Prevention Consulting Services ("RFQ"), which is attached hereto and incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end on June 30, 2018.

4. Incorporation of the RFQ/Order of Priority of Contract Documents

The provisions of the RFQ and the Contractor's Quote are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFQ (if any)
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

5. **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Quote, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFQ, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

DELETED – NOT APPLICABLE.

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
 - h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification
- The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFQ and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Martha L. White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With a copy to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

22. Miscellaneous Provisions

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Quote was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation,

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Quote documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

The Town of Natick, Massachusetts

(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Jonathan H. Freedman, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR SUBSTANCE PREVENTION CONSULTING SERVICES

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley (ST) Insurance Corp. of MA PO Box 549 Providence, RI 02901-0549	CONTACT NAME: Andrew Bucci	
	PHONE (A/C, No, Ext): 508 347-2616	FAX (A/C, No): 401 431-9681
	E-MAIL ADDRESS: Abucci@starshep.com	
INSURED Health Resources In Action, Inc. 95 Berkeley Street, Suite 208 Boston, MA 02116	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Ins. Cos.	NAIC #: 18058
	INSURER B: Liberty Mutual Ins Co	23043
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1625121	03/21/2017	03/21/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1625121	03/21/2017	03/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB576223	03/21/2017	03/21/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC231S378877017	07/02/2017	07/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional			PHPK1625121	03/21/2017	03/21/2018	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an additional insured with respect to General Liability, Auto Liability and Umbrella Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Natick Natick Town Hall 13 East Central Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Maria A. Barnowski</i>

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Bryan Leblanc <bleblanc@natickma.org>

Fwd: Revised proposal and insurance forms

1 message

Catherine Sugarman <csugarman@natickma.org>
To: Bryan LeBlanc <bleblanc@natickma.org>

Tue, Jan 23, 2018 at 2:04 PM

----- Forwarded message -----

From: **Elizabeth Dianderas** <edianderas@hria.org>
Date: Tue, Jan 23, 2018 at 10:02 AM
Subject: RE: Revised proposal and insurance forms
To: "csugarman@natickma.org" <csugarman@natickma.org>
Cc: Laurie Jo Wallace <lwallace@hria.org>, Mitzi Fennel <mfennel@hria.org>, Steve Ridini <sridini@hria.org>

Good morning Katie,

We have consulted with our insurance company and they confirmed that yes, the Umbrella goes over the Employer's Liability.

Please let us know if you need anything else.

Thanks,

Elizabeth Dianderas

Budget & Contracts Coordinator

edianderas@hria.org

(617) 451-0049 ext 524

fax: (617) 423-4619

95 Berkeley Street, 2nd Floor

Boston, MA 02116

www.hria.org



Health Resources in Action (HRIA) is a nonprofit public health organization dedicated to promoting individual and community health through prevention, health promotion, policy, and support of medical research.

HRiA is the parent organization of The Medical Foundation division for medical research grants programs and philanthropic advisory services.

Please note I work remotely on Mondays, Wednesdays and Fridays; I am in the office on Tuesdays and Thursdays.

From: Laurie Jo Wallace
Sent: Monday, January 22, 2018 5:49 PM
To: Mitzi Fennel <mfennel@hria.org>; Steve Ridini <sridini@hria.org>
Cc: Elizabeth Dianderas <edianderas@hria.org>
Subject: Fwd: Revised proposal and insurance forms

Hi - can you please respond to this - this for our new project with Natick.

They need to know by tomorrow afternoon if this is possible.

Please advise!

Lj

Sent from my iPhone

Begin forwarded message:

From: Catherine Sugarman <csugarman@natickma.org>
Date: January 22, 2018 at 5:22:42 PM EST
To: Laurie Jo Wallace <ljwallace@hria.org>
Cc: Elizabeth Dianderas <edianderas@hria.org>
Subject: Re: Revised proposal and insurance forms

Hi Laurie Jo and Elizabeth,

This question came back to me by Natick's procurement officer. Please advise.

"After review of the insurance, we will need to know whether the umbrella policy of \$3,000,000/\$3,000,000 rides over the employers' liability. HRA only has \$500k/\$500k/\$500k in limits; we require \$1m/\$1m/\$1m in limits. However, HRA has \$3m/\$3m in excess; we only require \$1m/\$2m in limits. If the umbrella rides over employers' (which it may), the insurance may be so satisfied."

Thanks,

Katie

On Mon, Jan 22, 2018 at 12:58 PM Catherine Sugarman <csugarman@natickma.org> wrote:

Thank you! I just forwarded them to the powers that be.

On Mon, Jan 22, 2018 at 12:43 PM, Laurie Jo Wallace <ljwallace@hria.org> wrote:

Please let me know what else you need, and if these work!

LJ

Laurie Jo Wallace

Pronouns: she, her, hers

Managing Director of Training and Capacity Building

Health Resources in Action

95 Berkeley St.

Boston MA 02116

617-451-0049 ext. 223

www.youthworkcentral.org

www.hria.org

--

Catherine (Katie) Sugarman, MA, CPS

Prevention and Outreach Program Manager, Town of Natick

Acting Director, Natick Together for Youth Coalition

Natick Community Senior-Center

117 E. Central Street

Natick, MA 01760

508-647-6623

--

Catherine (Katie) Sugarman, MA, CPS

Prevention and Outreach Program Manager, Town of Natick

Acting Director, Natick Together for Youth Coalition

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