



Town of Wayland Massachusetts

Audit Committee

Stephen Curtin
Randall Moore (Chair)
Klaus Shigley
Deborah Vogt

Audit Committee

Agenda

Wednesday June 9, 2021

Via Zoom - 7:00 pm

Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate.

- | | |
|---------|--|
| 7:00 pm | Review Agenda for the Public
Announcements
Public Comment /Members' Response to Public Comment |
| 7:05 pm | Discuss and Approve the Annual Report |
| 7:30 pm | Discuss the timing and the preparation of the RFP to secure auditing services for the next three-year cycle. |
| 7:40 pm | Elect Chair for 2022 Fiscal Year |
| 7:50 pm | Topics Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting, if Any |
| 8:00 pm | Meeting Minutes: Review and Vote to Approve, February 22, 2021. |
| 8:10 pm | Adjourn Meeting |

** Please note that some of the data verification visits addressed more than one requirement in a single visit, such as a property requiring an abatement visit may also have needed a sale visit. One visit would have met both obligations of data verification.*

Respectfully submitted,

Zachariah Ventress, Chair; John A. Todd, Vice Chair; Molly Upton, Secretary; Philip Parks;
and Massimo Taurisano

Audit Committee

The Audit Committee is comprised of five members, with one member each designated by the School Committee, and Finance Committee, and three members designated by the Board of Selectmen. At present, four of the five positions are filled. The Committee makes recommendations to the Board of Selectmen on the selection of the independent auditor and scope of the independent audit. During the annual audit, the Committee communicates with the Finance Director and the independent auditor to ensure that the process is operating effectively. At the conclusion of each audit cycle, the Committee reviews the annual financial statement and management reports prepared by the auditors and provides comments. The cycle is complete upon presentation of the Committee's Final Report to the Board of Selectmen.

FY 2019 Cycle

On April 30, 2020, the Audit Committee met and completed the FY 2019 review cycle and voted to approve a Final Report to the Board of Selectmen. This final report is posted on the Audit Committee web page under Financial Statements.

FY 2020 Cycle

In late November, 2020, the Audit Committee will begin the completion of the current annual cycle by hearing the town auditor's presentation of their review of the 2020 Comprehensive Annual Financial Report (CAFR) and management letter. Upon further review, the Committee will issue its opinion and findings in the spring of 2021 to close out the 2020 annual cycle.

Submitted,

Randall Moore, *Chair*
Klaus Shigley
Victoria Mints
Deborah Vogt

Audit Committee

The Audit Committee is comprised of five members, with one member each designated by the School Committee, and Finance Committee, and three members designated by the Board of Selectmen. At present, four of the five positions are filled. The Committee makes recommendations to the Board of Selectmen on the selection of the independent auditor and scope of the independent audit. During the annual audit, the Committee communicates with the Finance Director and the independent auditor to ensure that the process is operating effectively. At the conclusion of each audit cycle, the Committee reviews the annual financial statement and management reports prepared by the auditors and provides comments. The cycle is complete upon presentation of the Committee's Final Report to the Board of Selectmen.

FY 2021 Audit Cycle

The Committee met with Alina Korsak from Melanson & Heath, the Town's Auditor, on November 30, 2020, to review the draft of the *Comprehensive Annual Financial Report (CAFR)* and a draft of the *Management Letter*. The purpose of the Management Letter is to identify weaknesses, if any, in the Town's internal controls over financial reporting.

The Committee met with the Auditor again on February 22, 2021. The Auditor presented a final version of the CAFR and the *Management Letter*, reflecting in part the discussion with and input from the Audit Committee on November 30, 2020. The following issues in the Final version of the *2020 Management Letter* were discussed:

1. Ensure compliance with uniform guidance.
2. Re-establish timely cash reconciliations.
3. Improve controls over payroll.
4. Transfer funds on a timely basis.
5. Ensure motor vehicle bills are issued timely.

Also on February 22, 2021, and after the discussion with the Audit Committee, Alina Korsak presented the Management letter to the Board of Selectmen. And Chair Moore shared the Audit Committee's approval and support of the Management Letter. It was noted that none of the issues raised rose to the level of a material weakness and it was also noted that the Town is on the right path to address and fully mitigate the deficiencies identified.

Submitted,
Randall Moore, Chair

Stephen Curtin

Klaus Shigley

Deborah Vogt

Wayland Town Audit Committee

Draft Minutes

Monday, February 22, 2021

5:00 pm

Via Zoom

In attendance:

Randall Moore, Chair; committee members Klaus Shigley, Steve Curtin, and Deborah Vogt. Also in attendance were Brian Keveny, Town of Wayland Finance Director and Alina Korsak, CPA, Principal, Melanson.

Call to order:

The meeting was called to order at 5:02 pm by Chair Moore. The chair reviewed the agenda and introduced the attendees including new committee member, Steve Curtin. The committee members took turns introducing themselves as a new member joined the group.

Minutes: Deborah Vogt offered to take minutes

Review and Discussion of 2020 Management Letter – final copy: Alina Korsak presented the final letter via PowerPoint presentation highlighting the recommendations and the Town's response:

1. Ensure compliance with uniform guidance.
2. Re-establish timely cash reconciliations.
3. Improve controls over payroll.
4. Transfer funds on a timely basis.
5. Ensure motor vehicle bills are issued timely.

Questions were posed by the committee particularly surrounding recommendations and the Town's response to issues 2, 3, 4 and 5.

#2: The question was posed as to whether the cash reconciliations for FY21 were being completed timely. Town Finance Director, Brian Keveny provided additional detail regarding the town reconciliation plan for FY21. As was done for FY20, the town has engaged with Clifton Larson Allen (CLA) to have a person on-site to catch up the cash reconciliations. The catch-up is expected to be completed by the May review by Melanson.

#4: Committee member Klaus Shigley highlighted that funds that were not transferred to the appointed investment account timely may have earned less interest than they would have had they been invested according to schedule.

#5: Chair Moore asked Brian Keveny to clarify if the auto bills were issued late due to a delay on the part of the town or the vendor. Brian confirmed that they were late due to a delay on the town's part. He

also shared that while the revenue in this account was low for 2020 due to the monies being collected after the close of FY20, the monies collected will be included in the 2021 revenue figure.

#3: Committee member Debbie Vogt asked Alina to clarify the Town's response to the payroll audit. Chair Moore asked if there was a plan in place for the town and the school department to combine payroll processing.

When all the Audit Committee questions had been asked and answered, Alina Korsak and Brian Keveny left the zoom meeting.

Audit Committee meeting:

The 4-person committee continued with the Chair and committee cooperatively reviewing and completing the document titled, "Final Report to the Wayland Board of Selectmen from the Wayland Audit Committee Regarding the FY20 Audit Cycle."

The above-named report was prepared for presentation to the Board of Selectmen (BOS) at the 6:30 pm meeting.

Audit Committee presentation to the BOS meeting:

At 6:41 pm the Audit Committee joined the BOS meeting in progress.

Alina Korsak presented the Management Letter to the BOS.

Chair Moore shared the Audit Committee's approval and support of the Management Letter.

After open discussion and Q&A with the BOS, the BOS accepted the Management Letter.

Audit Committee reconvened at 7:28 Via Zoom.

Attendees: Randall Moore, Steve Curtin, and Klaus Shigley.

Review and approval of minutes from the last Audit Committee meeting on November 30, 2020

The Chair asked if there were any edits to the minutes. No changes were proposed. Mr. Shigley moved to accept the minutes. Mr. Curtin seconded. The Committee voted 3-0 to accept the minutes as submitted.

Public comment: None

Discuss topics for the next Audit Committee meeting, date to be determined:

Mr. Moore indicated that the auditing engagement with Melanson may be expiring. If so, the Audit Committee would need to recommend that the Town prepare an RFP to secure auditing services for the next three-year cycle. Normally, the audit cycle begins in April/May. It was not clear whether there was sufficient time to get through the RFP process by that time frame, and, if not, whether that meant Melanson would be retained for another year by default. Mr. Moore will research the timing details with the Finance Director and the Town Administrator.

Another potential topic for discussion at a future meeting relates to the report (“Mission Statement from Various Audit Committees for Review”) posted to the Audit Committee web site that summarizes the duties/deliverables by various Audit Committees from neighboring towns. The report was meant to stimulate discussion on whether the Wayland Audit Committee could add value by borrowing good ideas from other Towns.

Mr. Shigley then proposed that another topic for discussion at the next meeting would be to raise new issues that could properly be included in the scope of the next audit. Mr. Shigley suggested one idea, which would be to look at how investment policy decisions in Town get made. Thus, for example, are we comfortable that PRIT is a suitable investment vehicle for OPEB?

This example was meant to stimulate thinking and encourage other Committee members to identify areas of concern that could properly be included in the scope of the next audit.

Adjourn: Mr. Shigley moved to adjourn the meeting. Mr. Curtin seconded. The vote was 3-0. The meeting adjourned at 7:42PM.

Respectfully submitted:
Deborah Vogt and Klaus Shigley

Exhibits:

Agenda for the meeting
Final Report Submitted to the BoS re the FY 20 Audit Cycle
Melanson Power Point presentation

TOWN OF WAYLAND

**REQUEST FOR PROPOSALS
RFP #15-13**

ANNUAL AUDIT SERVICES

John Moynihan
Public Buildings Director
508-358-3786
jmoynihan@wayland.ma.us

August 26, 2014

Table of Contents

I.	GENERAL INSTRUCTIONS.....	4
A.	Invitation to Submit Proposal.....	4
B.	Scope of Services	4
C.	Examination of Documents and Access to Information.....	5
D.	Submission of Technical and Price Proposals.....	6
E.	Required Components	7
F.	Review of Proposals and Evaluation Process.....	9
G.	Comparative Evaluation Criteria.....	10
H.	Award of Contract.....	11
I.	Term of Contract	11
J.	Schedule	11
II.	SUMMARY OF REQUIRED PROPOSAL CONTENTS.....	12
III.	APPENDIX A	13
	SAMPLE AGREEMENT OF TECHNICAL SERVICES.....	13
	CERTIFICATE OF NON-COLLUSION.....	17
	CERTIFICATE OF TAX COMPLIANCE/TAX ATTESTATION.....	18
	CERTIFICATE OF AUTHORITY	19
IV.	APPENDIX B.....	20
	PRICE PROPOSAL FORM.....	20

RFP #15-13
REQUEST FOR PROPOSALS

ANNUAL AUDIT SERVICES

Notice is hereby given that the Town of Wayland, the Awarding Authority, as represented by the Wayland Board of Selectmen requests proposals from qualified companies for the **Provision of Annual Audit Services**.

Copies of the Request for Proposals may be obtained on or after August 26, 2014 from the Office of the Public Buildings Director, 2nd Floor, Facilities Dept., Wayland Town Building, 41 Cochituate Road, Wayland, MA 01778 or via email by contacting mmeehan@wayland.ma.us. Proposals must be received at the address listed in the previous sentence no later than 2:00 p.m. Tuesday, September 30, 2014.

RFP #15-13
REQUEST FOR PROPOSALS
ANNUAL AUDIT SERVICES

I. GENERAL INSTRUCTIONS

A. Invitation to Submit Proposal

The Town of Wayland, Massachusetts invites qualified, independent certified public accountants, licensed to practice in the Commonwealth of Massachusetts, to submit proposals to conduct an audit of the financial accounts and records of the Town of Wayland in accordance with the requirements and specifications listed herein for the

Provision of Annual Audit Services

The initial term of the contract is for a period of one (1) year with two (2) one year options for renewal, contingent upon funding by Town Meeting, with work beginning July 1, 2015.

Proposals shall be submitted in two separate parts consisting of a Technical Proposal and a Price Proposal, as described below, and are due at the Town of Wayland, Wayland Town Building, c/o Mr. John Moynihan, Public Buildings Director, 41 Cochituate Road, Wayland, MA 01778 on or before **Tuesday, September 30, 2014 at 2:00 p.m.**

Any questions regarding this Request for Proposals shall be directed in writing no later than **Thursday, September 25, 2014, 2:00 p.m.**, to Ms. Maggie Meehan, Assistant to the Public Buildings Director, 41 Cochituate Road, Wayland, MA 01778 or via email to mmeehan@wayland.ma.us. All questions will be answered via addendum to all perspective Proposers. No addenda will be issued within 72 hours of the proposal submission date, with the exception of an addendum to extend the proposal deadline.

B. Scope of Services

General Information:

The Town of Wayland, Massachusetts has a population of approximately 13,000 and a General Fund budget of \$68 million; water, wastewater and septage enterprise funds of \$4.2 million for a total operating budget in FY14 of \$72.2 million; as well as other special revenue and trust funds.

The most recent audit of the financial statements of the Town of Wayland was for the fiscal year ended June 30, 2013. Melanson, Heath & Co. has completed the June 30, 2013 audit and all annual audits since 2011. A copy of the most recent general-purpose financial statement audit for the Town is attached.

Description of Records:

The Town maintains its accounting records in accordance with the revised Uniform Municipal Accounting System established by the Bureau of Accounts. The records of the Town are computerized with MUNIS financial software and VADAR for all billing.

Specific Requirements:

- An independent annual financial audit of the Town's general purpose financial statements for the next 3 years, in accordance with generally accepted government auditing standards, and any and all requirements of the Commonwealth of Massachusetts and United States Office of Management and Budget, including the "Single Audit";
- A separate engagement for the "EOY Compliance Supplement" as mandated by the DESE;
- The audit will normally take place during the month of September/October unless requested to delay.
- The audit services shall include printing and binding of 15 copies of the Town of Wayland's audited general purpose financial statements and related footnotes; required opinions; supporting schedules (including combining level statements, and other requirements of the state and federal governments); single audit, schedule of federal financial assistance; and a separately bound management letter; separately bound EOY Compliance Supplement. The auditor shall also be responsible for filing copies of the completed audit report(s) with the required state and federal government agencies, within 9 months after the end of the fiscal year.
- The final bound copy of the audited general-purpose financial statements as well as single audit, management letter and EOY compliance supplement shall be delivered to the Town within 30 days of completion of field work.
- Senior representatives of the auditor shall conduct a separate annual audit planning conference with the Town's Finance Director prior to the start of each audit. In addition they shall make a formal presentation to the Board of Selectmen at the conclusion of each audit if requested to do so.
- In addition to completing the annual audit, the auditor shall be available during normal business hours throughout the contract period to provide the Town with advice and guidance on financial accounting and reporting issues. The auditor will also be expected to keep the Town abreast of the working requirements of all new accounting and financial reporting pronouncements of the Governmental Accounting Standards Board, the United States Office of Management and Budget, and the Commonwealth of Massachusetts.
- The auditing firm may be requested by the Town Administrator to meet periodically with the Audit Committee.

C. Examination of Documents and Access to Information

Each Proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all submittal and RFP requirements before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

D. Submission of Technical and Price Proposals

This Request for Proposals has been structured to comply with State laws. All Proposers must insure that **two** separate submittals are made to the Town as specified below:

The **first** submittal shall discuss **Technical Qualifications and Approach** that the Proposer offers and be in a sealed envelope clearly marked:

“Technical Proposal for Annual Audit Services”

The **second** submittal shall include **Price** information in the format requested and be in a sealed envelope clearly marked:

“Price Proposal for Annual Audit Services”

NOTE: There shall be no reference to the price in the Technical Proposal.

The Technical Proposal and the Price Proposal must be clearly marked on the outside of each submittal, as described above, including name of Proposer clearly marked on both envelopes, and placed within the package entitled:

“Provision of Annual Audit Services”

One (1) original, signed by the Proposer, and five (5) copies of the Technical Proposal, one (1) original Price Proposal and one (1) electronic copy are required and must be received no later than **Tuesday, September 30, 2014 at 2:00 p.m.** Any proposal received after this time and date will not be accepted.

Technical and Price proposals to:

Town of Wayland, Wayland Town Building
c/o Mr. John Moynihan, Public Buildings Director
2nd Floor, Facilities Department
41 Cochituate Road
Wayland, Massachusetts 01778

One (1) electronic copy must be in PDF format and sent by email to jmoynihan@wayland.ma.us.

Decision will not be based solely on price. It is the intention of the Town to select the most qualified Proposer that meets the technical, administrative and financial needs of the Town; this determination will be final.

The contract for services will be with the Town of Wayland.

E. Required Components

1. Technical Proposal

The proposal must include a detailed discussion of the qualifications of the Proposer and the specific project team that will perform the services outlined in the Scope of Services (Section B).

Technical proposals must be arranged in the order specified below and must contain the following documentation to prove responsiveness to each required element. Technical Proposals received without the required documentation for each required element may be deemed unresponsive.

The following elements are required of the Technical Proposal:

a. Table of Contents

Provide a Table of Contents, showing where required information can be found by section and page.

b. Firm Background

Provide a Letter of Interest, including the firm's history and the name of the principal or “lead auditor” who will be assigned to work directly with the Town on this audit.

Proposers are directed to note that the contract will require that the same principal or “lead auditor” be assigned to this contract for the duration of the contract including year’s two and three if extensions are executed.

c. Personnel

Provide an Organizational Chart, if the Proposer is a firm or corporation, indicating the name and position of all consultants who will work with the Town on the audits. If the Proposer is not a firm or corporation, the Proposer should so state in this section.

Provide current résumé(s), including summaries of credentials and number of years of experience providing municipal audit services for the lead auditor assigned to Wayland and any additional employees who will be assigned to work with the Town on the audits.

Demonstrate that the Proposer is an Equal Employment Opportunity and Affirmative Action Employer.

d. Approach

Describe and explain the overall approach and plan you will take to accomplish the work required to perform the services outlined in the Scope of Services (Section B) including, but not limited to, the following:

- A description of the auditor's Massachusetts municipal auditing experience during the past five-year period. Identify the specific partner and lead staff that will be assigned to this engagement and provide a copy of the résumé of each.

- A description of the auditor's municipal auditing continuing education program. Describe the professional quality control program employed by auditor for municipal audits.
- State the proposer's understanding of the services to be performed and the products to be delivered.
- Submit a detailed work plan, including time estimates and staffing requirements for each major component of the engagement. Please include a brief description of the specific audit procedures that you anticipate using in each segment of the audit (cash, revenue, expenditures, etc.)
- Provide a description of the additional services that your firm would be willing to provide to the Town, in connection with the audit but at no additional cost. Such items might include staff development and training.

e. References

Provide references from at least three (3) Massachusetts municipal audit clients that the Town can contact. These references must be for clients of similar size, or larger, in terms of annual budget. One reference should be a new client within the past 3 or 4 years.

Provide the name, address, and telephone number of each reference.

f. Contact Information

Provide the name, address, telephone number, fax number, and e-mail address of the individual or individuals responsible for the preparation of the Proposer's submission who may be contacted in the event of questions.

g. Certifications

Provide the following Certifications (provided in Appendix A):

- Certificate of Non-Collusion form as a statement that the proposal was developed and submitted in good faith without collusion or fraud, in accordance with M.G.L. c.30B;
- Executed Tax Attestation form;
- Executed Certificate of Authority.

2. Price Proposal

A Price Proposal of the anticipated cost to the Town of Wayland for the provision of Annual Audit Services must consider any and all terms, conditions and limitations associated with the Scope of Services (Section B) and Technical Proposal (Section E.1). The Price Proposal Form (Appendix B) must be completed and included as the Proposer's price.

The Price Proposal must be submitted without "conditions or exceptions" and must be submitted under separate cover and in a sealed envelope (Refer to Section D, Submission of Technical and Price Proposals).

Price Proposals shall remain in effect for a period of sixty (60) days after the deadline of the submittal or until it is formally withdrawn, a contract is executed, or this RFP is canceled, whichever occurs first.

Price Proposals submitted without the required form or including other conditions of pricing may be deemed unresponsive.

F. Review of Proposals and Evaluation Process

All submissions will be reviewed to determine responsiveness. Proposals that are incomplete or obscure may be rejected as unresponsive without evaluation. The Town reserves the right to waive minor informalities in the proposal submissions. The Town reserves the right to accept or reject any or all proposals if it is deemed to be in its best interest.

Technical Proposals will be opened and evaluated by the Board of Selectmen and/or its designees who will individually rate the proposals based on weighted, comparative criteria described in Comparative Evaluation Criteria (Section G). In accordance with M.G.L. c.30B, the following scale will be used to evaluate each criterion and determine a composite rating for each proposal:

Highly Advantageous
Advantageous
Not Advantageous
Unacceptable

Proposers are encouraged to address each factor thoroughly and provide additional information concerning firm/individual history, overall approach, references and qualifications as deemed appropriate.

The Town will determine the most advantageous proposals from responsive and responsible Proposers, taking into consideration all evaluation criteria set forth in the Technical Proposal.

G. Comparative Evaluation Criteria

Proposer's Auditing Strategies

Highly Advantageous: The Proposal provides more than three (3) examples of how the Proposer's auditing work will benefit the Town of Wayland.

Advantageous: The Proposal provides three (3) examples of how the Proposer's auditing work will benefit the Town of Wayland

Not Advantageous: The Proposal provides fewer than three (3) examples of how the Proposer's auditing work will benefit the Town of Wayland

Unacceptable: The Proposal does not include specific examples of the Proposer's work product that will benefit the Town of Wayland.

Proposer's Experience/Key Personnel

Highly Advantageous: The Proposer has five (5) or more years' experience in conducting successful annual audits with municipalities and other government or non-profit organizations, and during that period has concluded at least three (3) successful audits, one of which must have been for a municipality of similar size and demographics to Wayland. The Proposer's lead auditor has more than five (5) years' experience in Massachusetts.

Advantageous: The Proposer has at least three (3) years' experience in conducting successful annual audits with municipalities and other government or non-profit organizations, and during that period has concluded at least three (3) successful audits, one of which must have been for a municipality of similar size and demographics to Wayland. The Proposer's lead auditor has more than three (3) years' experience in Massachusetts.

Not Advantageous: The Proposer has at least three (3) years' experience in conducting successful annual audits with municipalities and other government or non-profit organizations, and during that period has concluded at least one (1) successful audit, one of which must have been for a municipality of similar size and demographics to Wayland. The Proposer's lead auditor has more than three (3) years' experience in Massachusetts.

Unacceptable: The Proposer has fewer than three (3) years' experience in conducting successful annual audits with municipalities and other government or non-profit organizations.

Proposer's Implementation Plan and Schedule

Highly Advantageous: The Proposal includes a detailed description and examples of previously successful audit strategies and includes a clearly delineated timeline with specific milestones for audit and reporting of the audit results.

Advantageous: The Proposal includes an outline of some examples of successful audit strategies.

Not Advantageous: The Proposal lacks specific examples of successful audit strategies.

Unacceptable: The Proposal does not include any information about a proposed implementation plan and schedule for the audits.

Proposer’s References

Highly Advantageous: All three (3) references were satisfied with the Proposer's work and stated that all audit tasks were completed within the time frame required.

Advantageous: All three (3) references were satisfied with the Proposer's work and stated that all audit tasks were completed but not within the time frame required.

Not Advantageous: Fewer than three (3) references were satisfied with the end results.

Unacceptable: The preponderance of references were dissatisfied with the end results.

All Technical Proposals will be given a composite rating based on individual rankings of the following weighted elements: Proposer’s Auditing Strategies, Proposer's Experience/Key Personnel, Proposer's Implementation Plan and Schedule, Proposer’s References. The Price Proposals will then be opened and considered in the final selection.

H. Award of Contract

The contract award, if any, shall be made within sixty (60) days after the deadline for the submission of proposals. In accordance with the provisions of M.G.L. c.30B, sec. 9, the Town of Wayland reserves the right to waive any informality in any or all proposals, or to reject any or all proposals, if it be in the public interest to do so.

The Town will determine the most advantageous proposal from a responsive and responsible Proposer, taking into consideration price and all evaluation criteria set forth in the Technical Proposal and will award the contract to the Proposer submitting the most advantageous proposal.

I. Term of Contract

It is anticipated that the initial term of the contract is for a period of one (1) year with two (2) one year options for renewal, contingent upon funding by Town Meeting. Work under this contract shall begin July 1, 2015.

J. Schedule

The Town anticipates the following schedule:

<u>Date</u>	<u>Item</u>
September 30, 2014 at 2:00 pm	Proposal due
Within 60 days of submission deadline	Negotiation of contract

II. SUMMARY OF REQUIRED PROPOSAL CONTENTS

Submit one (1) original, signed by the Proposer, and five (5) copies of the Technical Proposal, one (1) original Price Proposal and one (1) electronic copy prepared and addressed as set forth in Section D of the General Instructions.

❖ TECHNICAL PROPOSAL:

1. Table of Contents
2. Proposer Background
3. Personnel Staffing Plan and Résumés
4. Narrative of Overall Approach and Plan
5. References
6. Contact Information
7. Certifications (Refer to Appendix A):
 - Certificate of Non-Collusion form
 - Executed Tax Attestation form
 - Executed Certificate of Authority

❖ PRICE PROPOSAL:

8. Detailed Price Proposal Form (Refer to Appendix B)

III. APPENDIX A

SAMPLE AGREEMENT OF TECHNICAL SERVICES

The TOWN OF WAYLAND, acting by and through its Town Administrator, (hereinafter "Town") hereby agrees to pay for and _____

_____ of _____ (hereinafter "Proposer") hereby agrees to provide the services described in its proposal, _____

_____, dated _____ submitted in response to a solicitation for proposals for Town of Wayland prepared by the Town Administrator and dated July 29, 2014.

1. **COST OF SERVICES**

- a) For performance of the services described in Proposer's Proposal, the Town shall pay the fixed price indicated on Proposer's Price Proposal for each item/collection for the service approved by the Town Administrator unless an alternative treatment has been approved by the Town. In the event an alternative treatment has been approved, the price adjustment set forth in the Treatment Proposal shall govern, unless otherwise negotiated. Said price shall include all expenses incidental to said services, including but not limited to travel, telephone, postage and delivery costs.
- b) Prices shall remain firm over the period of the contract.

2. **PAYMENT** Payment shall be based on 100% completion of each item/collection to the satisfaction of the Town. The Town shall make payment within thirty (30) days after receipt of invoice.

3. **CONTRACT PERIOD** Services are requested over a three-year contract period and are subject to annual appropriation.

4. **CONTRACT DOCUMENTS** The following documents, together with this Agreement, constitute the entire agreement between the parties and any documents not appended to this Contract are hereby incorporated by reference:

- a) Request for Proposals and all documents contained therein or attached thereto, including the Scope of Services & Specifications dated July 29, 2014.
- b) Addenda issued _____
- c) Technical Proposal submitted by Proposer dated _____ as amended or approved by the Town
- d) Price Proposal submitted by Proposer dated _____
- e) Change Orders executed subsequent to the Agreement

5. **PROPOSER RESPONSIBILITIES** The Proposer represents that it can and shall perform the services hereunder in a competent and professional manner. The Proposer shall at all times be acting as an independent contractor and not as an agent for, partner or joint venturer with the Town.

6. **ASSIGNMENT** The rights and obligations of the contractor hereunder may not be assigned without the written consent of the Town.

7. **INSURANCE** The Proposer shall carry and maintain insurance in accordance with the requirements set forth in the attachment hereto, including the Town of Wayland as an additional insured with regard to its liability policies. Certificates of such insurance together with Worker's Compensation coverage shall be filed with the Town of Wayland prior to commencement of work.

8. FORCE MAJEURE The Proposer shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, riots, war, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven (7) days notice in writing if any such delay will result in harm to the Town.

9. TERMINATION The Town may terminate this agreement at any time upon seven (7) days written notice. If such termination is without the fault of the Proposer, the Town shall pay the Proposer all compensation and reimbursement due to the Proposer up to the date of termination, including proportionate payment for completed portions of uncompleted work. Such payment shall not exceed the fair value of the work, as the Town shall determine.

10. NOTICE Notices shall be sent to the Town to the attention of:

Town Administrator
Town of Wayland, Town building
41 Cochituate Road
Wayland, MA 01778
and to the Proposer to:

11. OWNERSHIP OF DOCUMENTS All documents and materials of whatever kind prepared by the Proposer and delivered to the Town pursuant to this agreement shall become the property of the Town; provided, that the Proposer may use its copies of such materials for educational or promotional purposes or for required submissions to governmental bodies.

12. INDEMNIFICATION The Proposer shall indemnify, defend and save harmless the Town and all of its officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature arising out of the negligence or intentional wrongful act of the Proposer in the performance of this agreement.

13. AMENDMENT OF AGREEMENT Any amendments to this agreement shall be in writing and signed by both parties.

14. APPLICABLE LAW This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth.

TOWN OF WAYLAND

PROPOSER

By:
Town Administrator
DATE: _____

By:
Name and Title

Insurance Requirements

The Proposer shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/herself or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Wayland as an additional insured and amounts of such insurance shall be as follows:

- A. Workers Compensation
 Statutory limit, Massachusetts

- B. General Liability
 - 1. Limits of Liability Combined Single Limit
 Bodily Injury and Property Damage of \$1,000,000

 - 2. Arrangement of Coverage
 - a. Premises Operations
 - b. Owners Protective
 - c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.
 - d. Cross Liability

- C. Automobile
 - 1. Limits of Liability
 Combined Single Limit
 Bodily Injury and Property Damage of \$1,000,000

 - 2. Arrangement of Coverage
 - a. Employer non-owned
 - b. Hired Car
 - c. All Owned or Leased Vehicles

Said policies shall be so written that the Town of Wayland will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Town of Wayland before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures.

Insurance under which the Town shall be named as in “Insured” or as “Additional Interest” shall be carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts. The Proposer shall indemnify and save harmless the Town, and all of its officers, agents, and employees from all suits, actions or claims of any character.

Certificate of Vote

I, _____, Clerk of _____, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on _____, 20 _____, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED: That _____(name of Officer authorized to sign for Corporation) be and he/she is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by said _____(name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of the Corporation for all purposes, and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Wayland; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such Directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Wayland.”

I further certify that _____ (name of Officer) is duly elected

_____ (Title) of said Corporation.

Signed:

Clerk-Secretary

Place of Business

Date of Contract

AFFIX CORPORATE SEAL

COUNTERSIGNATURE:

_____ (Name and Title of Officer)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the Contract or other instrument for the Corporation, this certificate must be countersigned by another Officer of the Corporation.

CERTIFICATE OF NON-COLLUSION

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

Signature of Individual, or
Corporation Name

By: _____
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

CERTIFICATE OF TAX COMPLIANCE/TAX ATTESTATION

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

Social Security Number, or
Federal Identification Number

Signature of Individual, or
Corporation Name

By: _____
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

CERTIFICATE OF AUTHORITY

I _____(Name of Officer), certify that I am the _____
_____ (Title) of the Corporation named as Proposer in the within Proposal;
that _____ (Name of Officer signing form) who signed said
Proposal on behalf of the Submitter was then _____ (Title) of said Corporation;
that I know his/her signature and that his/her signature is genuine and that said Proposal was
duly signed, sealed and executed for and on behalf of said Corporation by authority of its
governing body.

ATTEST: _____

AFFIX CORPORATE SEAL

Instruction: This certificate must be completed where Proposer is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal for the Corporation, this certificate must be countersigned by another Officer of the Corporation.

IV. APPENDIX B

PRICE PROPOSAL FORM

Annual Audit Services

(To be submitted in a **separate sealed envelope** from the Technical Proposal)

The price proposal set forth in this proposal shall constitute full and complete compensation for the services to be provided by the Auditing Firm. There shall be no reimbursement for out-of-pocket or other expenses incurred by the Auditor in connection with the performance of the services without the written approval from the Town. Any exceptions may result in the rejection of the proposal.

Proposer _____

Address _____

City/Town _____ **State** _____ **ZIP** _____

Respondent's Name _____

Signature _____

Title: _____ **Date:** _____

Email: _____ **Telephone:** _____ **Fax:** _____

1. The proposal must include annual, all-inclusive fixed fee for each engagement year and a separate fee for the 'EOY' Compliance Supplement".

Fiscal Year Ended	Basic Statement	EOY Compliance Supplement
June 30, 2015	_____	_____
June 30, 2016	_____	_____
June 30, 2017	_____	_____

Fiscal Year Ended	Single Audit A -133	
June 30, 2015	_____	_____
June 30, 2016	_____	_____
June 30, 2017	_____	_____

2. Comprehensive Annual Financial Report in addition to the basic statement:

June 30, 2015	_____
June 30, 2016	_____
June 30, 2017	_____

Fiscal Year Ended

Single Audit A - 133

June 30, 2015

June 30, 2016

June 30, 2017

Total Fixed Fee Contract Price for Year 2015 in words: _____

Total Fixed Fee Contract Price for Year 2016 in words: _____

Total Fixed Fee Contract Price for Year 2017 in words: _____