TOWN OF ANDOVER
REQUEST FOR PROPOSALS

NO. 100/041/23

Memorial Hall Library Website Redesign and Development

Proposals DUE:

May, 31, 2023
Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Town of Andover
Central Purchasing Department
Attn: Theresa Peznola
36 Bartlet St., Andover, MA 01810
Phone: 978-623-8951
e-mail: theresa.peznola@andoverma.us

RFP # 100/041/23
Town of Andover, Massachusetts
Purchasing Department

COVER SHEET

The Town of Andover reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the bids(s) deemed in the best interest of the Town. One (1) Original and Five (5) copies of the non-price proposal and one (1) separate and sealed original price proposal must be submitted **on or before 11:00 AM on May 31, 2023** to**:**

Town of Andover
Central Purchasing Department
Attn: Theresa Peznola
36 Bartlet St., Andover, MA 01810

The envelope containing the Proposal and required information must be sealed and marked with Proposer's name, title of proposal, RFP number, and date of opening. **The Proposer must sign this and all required forms and signature pages in order for the proposal to be considered.**

The Proposer acknowledges receipt of the following **ADDENDA #**

BUSINESS/INDIVIDUAL NAME_____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE _____

EMAIL _____

INDIVIDUAL/AUTHORIZED SIGNATURE _____

AUTHORIZED OFFICER NAME (print) _____

DATE _____

By signing above, the authorized officer is certifying that a complete examination of all bid/rfp documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.
All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Attestation Form. Failure to do so will result in the bid being unresponsive and rejected.
If bidder/proposer is a co-partnership, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.
If bidder/proposer is a corporation, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.
The Town of Andover reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the Town.

TOWN OF ANDOVER

REQUEST FOR PROPOSALS

Sealed packages for furnishing the below mentioned proposal will be received at the following address:
Town of Andover
Central Purchasing Department
Attn: Theresa Peznola
36 Bartlet St., Andover, MA 01810

until the time specified below at which time the proposals will be turned over to the Selection Committee.

ITEM	DUE DATE
RFP NO. 100/041/23 Memorial Hall Library Website Redesign and Development	May 31,, 2023 11:00 AM

Specifications and Proposal forms may be obtained online by going to the Town of Andover website. Go to: www.andoverma.gov/bids.

Andover is an affirmative action/equal opportunity purchaser.

The Town reserves the right to accept or reject, in whole or in part, any or all proposals, or take whatever other action may be deemed to be in the best interest of the Town in accordance with M.G.L. Chapter 30B.

Theresa Peznola
Purchasing Agent

ADV: Andover Townsman - May 11, 2023

I. INTRODUCTION

Memorial Hall Library (MHL), located in Andover, MA, seeks a qualified professional website design and development consultant to rebuild its public website. MHL seeks consultation on, redesign and development of, the following:

- Visual design including layout, graphics, fonts and colors
- Modern responsive design implementation
- Development and site functionality
- Staff training on website maintenance and updating of content
- Incorporation of third-party vendor content
- Usability testing for final product
- Reorganization and migration of current content

II. WEBSITE BACKGROUND

Memorial Hall Library's current website, https://mhl.org , was developed in-house using Drupal 7 and is hosted on a virtual server maintained by the Town of Andover. The website provides information to the general public of all ages on MHL and its services. It also serves as an access point to MHL's online subscription content and to the online public catalog that MHL shares with other libraries that make up the Merrimack Valley Library Consortium.
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III. SCOPE AND CONTEXT OF THE PROJECT

Website Goals:

- Migrate to WordPress
- Provide enhanced discovery, navigation and access to MHL's resources and services
- Update visual design and site organization
- Create flexible design templates for the platform
- Allow staff to add and manage content and site organization easily and effectively
- Be ADA-complaint
- Optimize Core Web Vitals
- Follow SEO best practices
- Include site analytics

See attached "new website desiderata" document for details.

Project Scope:
The vendor will collaborate with staff to develop the website leading up to the rollout, with staff continuing to develop and enhance the site going forward. Redesign must preserve some of the content of the current site. During the project, the vendor will provide staff with training

necessary to maintain, add to, and modify the site in a sustainable way. Any graphic designs created for the website will become the property of MHL.

IV. PROJECT TIMELINE AND RESPONSE

RFP available – May 11, 2023
Questions/RFI due - May 19, 2023
Proposals Due – May 31, 2023 at 11:00 AM
Interviews with selected candidates, if necessary- June 14-21, 2023
Award of Contract – (approximately) July 5, 2023
Website Complete and Operational- December 1, 2023

The project is open to any professional website design consultant or website design company licensed to do business in the Commonwealth of Massachusetts. MHL is seeking a consultant who has previous experience working with public libraries.

Firms should submit the following in their proposal:
Technical Proposal:
1. Cover letter
2. Resume
3. Statement of website design philosophy if available
4. Samples of web design work (minimum of 5)
5. Project Approach and Timeline
6. References (minimum of 3)
7. Availability constraints
8. All required forms included in this RFP, with the exception of the sample contract.

Price Proposal in a separately sealed envelope:
1. Total Project Cost- Detailed by phase
2. Cost of any additional post roll out activities, including cost of additional design, training, site modifications and custom services.

Both the Technical and Price Proposals should be clearly labeled as follows:

"RFP# 100/041/23 – Technical Proposal"
"RFP# 100/041/23- Price Proposal"

Questions regarding this proposal shall be submitted via email to Theresa.peznola@andoverma.us by close of business on May 19, 2023.

Proposals shall be delivered by May 31, 2023 at 11:00 AM to:

Theresa Peznola, Purchasing Agent
Office of Central Purchasing
36 Bartlet Street
Andover, MA 01810

V. SELECTION PROCESS

All proposals received will be reviewed for Minimum Criteria identified in this RFP. Proposals that meet the Minimum Criteria will be moved to the Selection Committee to be reviewed using the Evaluative Criteria identified in this RFP.

Members of the Selection Committee will identify highest ranked proposals and may invite up to three firms to participate in an Interview process that may include demo and portfolio viewing.

After the interview process, the Selection Committee will identify the most advantageous firm based on the Technical Proposal and interview performance. At that time, they will receive the Price Proposal of the selected firm. If the Selection Committee believes that the selected firm is still the most advantageous after reviewing the Price Proposal, award will be made to that firm. If not, they will move on to the second ranked firm.

The Selection Committee reserves the right to not conduct interviews if it deems it unnecessary and may move forward with the highest ranked and most advantageous proposal.

VI. MINIMUM EVALUATION CRITERIA

Each applicant shall indicate his/her agreement with each of the following questions as part of their submission.

To merit further consideration of a proposal by the Selection Committee the ability to meet the identified minimum criteria must be clearly identified in the proposal.

1. Proposer has at least 5 years' experience in redesigning/developing similar websites.

2. Must have completed at least three (3) similar projects and provide evidence of such, including sample portfolio of those projects.

3. Must provide a complete reference list, including client/company name, contact info, date of project completion and the client website address.

4. Must return all required forms including Certificate of Good Faith and Tax Compliance, Corporate Vote, Signature Page, Cover Sheet, and the Conflict of Interest Certificate.

VII. COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated by the Review Committee on the basis of submission requirements and the following ranking criteria in addition to those listed in "Selection Procedure":

1. **Similar Project Experience- The Firm should have experience in providing services for projects of similar size and scope as that requested by the Town of Andover.**
Highly Advantageous **-** There is evidence in the proposal that the Firm has demonstrated an excellent level of past performance in providing services, similar to those being sought in this RFP, to more than one library client with characteristics and requirements similar to or more extensive than those of Town within the last 5 years.

Advantageous **-** There is evidence in the proposal that the Firm has demonstrated a satisfactory level of past performance in providing services, similar to those being sought in this RFP, to at least one library client with characteristics and requirement similar to or more extensive than those of Town within the last 5 years.

Not Advantageous **-** There is evidence in the proposal that the Firm has demonstrated a satisfactory level of past performance in providing services to other clients within the last 5 years, and has provided services to at least one other client with characteristics and requirements similar to those of the Town.

Unacceptable **-** (1) There is evidence in the proposal that the Firm has demonstrated an unsatisfactory level of past performance in providing one or more services to other clients; or (2) the Contractor has not provided services to a client with similar characteristics and requirements to those of Town within the last 5 years.

2. Organizational Background and Experience- The Firm should assign qualified personnel to this project. Resumes should be included.

Highly Advantageous: There is evidence that the Firm has assigned very qualified personnel to this project.

Advantageous: There is evidence that the Firm has assigned qualified personnel to this project.

Not Advantageous: The firm has assigned somewhat qualified personnel to this project.

Unacceptable: The firm has not assigned qualified personnel to this project.

3. Quality of References- The Firm should have favorable references from its clients.

Highly Advantageous: The Firm has very favorable references

Advantageous: The Firm has favorable references

Not Advantageous: The firm has somewhat favorable references

Unacceptable: The Firm does not have favorable references

4. Evaluation of the Proposal-The Firm should provide a clear and comprehensive proposal, including an easy to follow and logical work plan.

Highly Advantageous: The proposal is very clear and comprehensive
Advantageous: The proposal is clear and comprehensive
Not Advantageous: The proposal is somewhat clear and somewhat comprehensive.
Unacceptable: The proposal is not clear and comprehensive

5. Presentation example of similar website redesign/development work.

Highly Advantageous: The proposer presented examples of substantially similar projects with graphics.

Advantageous: The proposer presented examples of somewhat similar projects with graphics.

Unacceptable: The proposer did not present similar projects with graphics.

After the most advantageous candidate(s) have been selected, those candidates may be interviewed, will be emailed a list of questions to address in their presentation to the selection committee. Those interviews, if required, will be rated as follows:

Interview Performance

Highly Advantageous: The Firm demonstrated an excellent level of performance in all aspects of the interview.

Advantageous: The Firm demonstrated a satisfactory level of performance in all aspects of the interview.

Not Advantageous: The Firm demonstrated a satisfactory level of performance in some aspects of the interview.

Unacceptable: The Firm demonstrated an unsatisfactory level of performance in some aspects of the interview.

VII. TERMS & CONDITIONS

TERM OF CONTRACT

It is the intent of the Town of Andover for this work to be completed by December 1, 2023 unless extended by mutual agreement of the parties.

ASSIGNMENTS AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the Town of Andover.

PAYMENT

The Town shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract or RFP number.

INSURANCE REQUIREMENTS

Per sample contract attached.

INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment. The existence of insurance shall in no way limit the scope of this indemnification.

FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

Town of ANDOVER

Contract

(GOODS / SERVICES)

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

_____	_____	_____
[Telephone Number]	[FAX Number]	[E-Mail]

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the Town of Andover is:

3. Payment will be made as follows:

4. Definitions

4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town of Andover. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract including (where used) Invitation to Bid, Request for Proposals, Instructions to Bidders/Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period or proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

4.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used. The Contractor's

relationship to the Town is that of an independent contractor and not that of an agent or employee of the Town. There is no relationship of employment or agency between the Town and the Contractor and neither party shall have or exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Contract which the parties view as consistent with their independent contractor relationships.

4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.5 Goods: Goods, Supplies or Materials.

4.6 SubContractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. The Town may immediately terminate or suspend this Agreement without liability on the part of the Town for damages, penalties or other charges in the event the appropriation(s) funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

7. Permits and Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default

8.1 Without Cause. The Town may terminate this Contract at its sole discretion on seven (7) calendar days' notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and Town bylaws and/or regulations.

9. The Contractor's Breach and the Town's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

M.G.L. Chapter 30B – Procurement of Goods and Services.

M.G.L. Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

M.G.L. Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, Scope of Business or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Andover, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Affirmative Action; Non-Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Condition of Enforceability Against the Town

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

15. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate or if a Limited Liability Corporation, a Manager's Certificate or other documentation satisfactory to the Town certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by

the Contractor. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

16. Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Contract.

17. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless the Town, its officers, attorneys, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this Contract.

In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The duty to defend, indemnify and hold harmless shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town

from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

18. Workers Compensation Insurance

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town evidence of such insurance prior to the execution of this Contract in a form satisfactory to the Town before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.1 The Contractor further understands and agrees that in rendering services to the town under this Contract that the Contractor is an independent contractor and not an employee of the Town, that the Contractor is not covered by the Town's Workers' Compensation, or liability insurance, that the Contractor shall not make any claim against the Town, its officers, agents and employees and that the Contractor indemnifies, holds harmless, and releases the Town from any claims of the Contractor or of any other party that may arise in whole or in part out of or in connection with the work being performed by the Contractor.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions of Chapter 66 and Chapter 66A of the General Laws of Massachusetts as they relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

20. Confidentiality

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

21. Record-Keeping and Retention, Inspection of Records

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

22. Assignment

The Contractor shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the Town.

23. Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

24. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

25. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq*. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

27. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

31. Binding on Successors

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

32. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

33. Contractor Certifications

33.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

33.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity or group of individuals.

33.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

33.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

33.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. Ch. 29, §29F, M.G.L. Ch. 30, §39R, M.G.L. Ch. 149, §27C, M.G.L. Ch. 149, §44C, M.G.L. Ch. 149, §148B and M.G.L. Ch. 152, §25C.

34. Additional Provisions:

34.1 Applicable to Contracts for the Procurement of Goods

34.1.1 "Goods" shall mean Goods, Supplies, or Materials, as described in the Contract.

34.1.2 Change Orders:

Change orders may not increase the quantity of services by more than twenty-five (25.0%) percent, in compliance with Massachusetts General Laws Chapter 30B, §13.

This Contract for purchase includes the following delivery, installation or setup requirements:

_____

_____

_____

34.2 Applicable to Contracts for Services

34.2.1 "Services" shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

34.2.2 Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the total contract price by more than twenty-five (25%) per cent and shall be, in compliance with General Laws Chapter 30B, §13.

34.2.3 Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq*. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

34.2.4 Insurance:

The Contractor shall obtain and maintain the following insurance:

34.2.4.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.

34.2.4.2 Broad Form Commercial General Liability coverage with limits of at least $1 Million per occurrence and $2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.

34.2.4.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least $1 Million per person, and $1 Million per combined single limit.

34.2.4.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.

34.2.4.5 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in effect in accordance with the requirements of this Contract for the duration of the contract must be submitted to the Town prior to execution of this Contract by the Town, with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit copies of all policies to the Town within 7 days of such a request. All insurance carriers shall be authorized by the

Massachusetts Commissioner of Insurance to do business in the Commonwealth of Massachusetts..

34.2.4.6 **The Town and its employees and officials shall be named as an additional insured on the above referenced liability policies, with the exception of Workers Compensation, and the Contractor's insurance shall be primary and non-contributory with respect to any other coverage available to additional insureds.. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. .**

Contractual liability must recognize the indemnities contained in this Agreement..

34.2.4.7 **Coverages are to be maintained for a period of _3__ years after final payment.**

34.2.4.8 **The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.**

34.2.4.9 **The above referenced liability policies shall include a Waiver of Subrogation in favor of the Town**

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

_____

Purchasing Agent Date

_____

Division/Department Head Date

Contract Manager

_____

Town Manager Date

THE CONTRACTOR

_____

Company Name

_____

Signature Date

_____

Print Name & Title

_____

Federal Identification No:

APPROVED AS TO FORM:

_____

Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

_____

Town Accountant

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this 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.

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____

Signature of authorized individual submitting Proposal/proposal

_____

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____ _____ held on _____ at which all the Directors were present or waived notice, it was voted that _____, _____ of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by _____, shall be binding upon this company.

A TRUE COPY ATTEST:

_____

Clerk,

Date of this Contract

_____

I hereby certify that I am the Clerk of _____, that _____ is duly elected _____ of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____

Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,

_____

Notary Public

If a corporation, complete above or attach to each signed copy of the Proposal/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this Proposal/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

CERTIFICATION REGARDING CONFLICT OF INTEREST

The Respondent hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Respondent covenants that (1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect; which would conflict in any manner or degree with the services required to be performed under the Contract with the Owner or which would violate M.G.L. Chapter 268A, as amended from time to time; (2) in the performance of the Contract with the Owner no person having such interest shall be employed by the Respondent; and (3) no partner or employee of the Respondent is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

_____

Signature of Respondent

SIGNATURES

(IF AN INDIVIDUAL)

Date_____, 20_____ ____

Signature of Bidder_____(SEAL)
(Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

-

(IF A CO-PARTNERSHIP)

Date_____,20_____ ____

Firm Name_____(SEAL)

By_____(SEAL)

Business Address _____

_____

Names and Addresses _____

of all _____

Members of Firm _____

_____

(IF A CORPORATION)

Date_____, 20_____ ____

Corporate Name _____

By _____
President or Authorized Agent*

Business Address _____

_____

***Statement of authorization, duly signed by proper authority, to be attached hereto.**