



TOWN OF ANDOVER REQUEST FOR PROPOSALS

ZONING BYLAW REVIEW AND UPDATE

RFP# 034/03-19/100

March 12, 2019

Proposals DUE:

May 1, 2019 at 11:00 AM

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 # 034/03-19/100
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 May, 1 2019** 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 _____

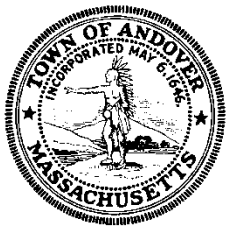
By signing above, the authorized officer is certifying that a complete examination of all bid/rfp documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

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 MASSACHUSETTS

Town Offices

36 Bartlet Street
Andover, MA 01810
(978) 623-8951
www.town.andover.ma.us

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
RFP NO. 034/03-19/100
Zoning Bylaw Review and Update

DUE DATE
May 1, 2019
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.

Terri Peznola
Purchasing Agent

ADV: Andover Townsman - March 28, 2019
Goods & Services Bulletin - March 25, 2019

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I. PROJECT BACKGROUND

The Town of Andover through the Department of Community Development and Planning, hereinafter referred to as the “Town”, is seeking proposals from qualified firms/individuals referred to as the “Proposer”, to provide professional services associated with a Zoning Bylaw Review and Update. The current Zoning Bylaw was adopted by Andover Town Meeting in 2001. Since then the Town has added a new zoning district (ID2); 3 overlay districts (Senior Residential Community Overlay District, Medical Marijuana Overlay District and Historic Mill District); rezoned areas from Single Residence A (SRA) to General Business (GB) and Industrial A (IA) to Single Residence A (SRA), amended sections of the sign bylaw, Table of Uses, home occupations, historic preservation and other key sections of the bylaw. The Planning Board approved a Master Plan in 2012.

The following link is for the current bylaw:

<https://www.ecode360.com/15582155>

The following link is for the current zoning map:

<https://andoverma.gov/175/Andover-Maps>

II. PROJECT GOALS

Goal 1: Review current zoning bylaw and planning documents of the Town. Provide written audit of bylaw identifying problems and areas of concern.

Goal 2: Work with the Town staff and Planning Board to involve the general public in the development of an updated zoning bylaw by using a variety of public outreach techniques throughout the process.

Goal 3: Present draft of updated zoning bylaw at a joint meeting of the Planning Board, Board of Selectmen, and Zoning Board of Appeals.

Goal 4: Make necessary revisions based upon joint meeting and Planning Board public hearing for Town Meeting action.

The firm selected will be required to execute Town of Andover’s Contract for Services or if the Town desires another agreement approved by the Town. See Expanded Scope of Services (Section IV) for more detail.

III. REQUEST FOR PROPOSAL INSTRUCTIONS

Proposals shall be received by the Purchasing Department on or before May 1, 2019, at 11:00 AM.

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the Time Stamp Clock in the Purchasing Office will be the

official determining time. Proposals submitted via email or facsimile will not be accepted. There should be one (1) original and five (5) copies of the Technical or Non-Price Proposal and a separate and sealed “Price Proposal”.

IV. SCOPE OF SERVICES

The general scope of services shall include, but not be limited to, the following tasks:

1. Prepare a written audit of the Zoning Bylaw to identify problems with the following:
 - Structure and format,
 - Ease of access and navigability,
 - Clarity of language and presentation,
 - Internal conflicts and inconsistencies,
 - Obsolete or missing provisions,
 - Updates to implement recently completed plans, if any,
 - Provisions that need to be updated to conform with Chapter 40A and current case law, and
 - Other matters deemed significant by the Consultant.
 - The zoning audit process should include interviews with Town staff and frequent users of the Zoning Bylaw, e.g., developers, civil engineers, attorneys, as well as meetings with the Planning Board and Zoning Board of Appeals.
2. Prepare a framework paper (discussion document) and preliminary outline of a revised zoning bylaw. The framework paper should describe options for the Town to consider in addressing issues identified in the zoning audit, including the addition of illustrations, where appropriate, to improve clarity.
3. Prepare drafts and revisions of the updated recodified Zoning Bylaw. For planning purposes, the Consultant should assume at least three drafts and a reading period for each. The final reading draft should be the “consensus” version that includes all changes that will be presented to town meeting for adoption.

Public Participation

In close coordination with the Town, conceive a structure and schedule of public participation activities including social media, interviews, public input meetings and/or charrettes for the purpose of identifying and assessing the current and future bylaw structure and format and ease of access. The public input for this project will ensure the involvement of the residents and general public, elected and appointed officials, commercial property owners and business and various other frequent users such as realtors, developers, civil engineers, and attorneys.

Town staff will be available to assist in the facilitation, hosting, and/or design of portions of meetings or forums. The consultant shall maintain a website linked with the Town of Andover website that will continually inform the general public of meetings, history, updates, drafts, etc.

The initial meeting will be held as a kick-off meeting with Staff and the Planning Board.

The Consultant meetings shall include:

- Kick-off meeting
- Deliver and discuss results of audit
- Public participation process to solicit community input, which shall include but not be limited to participation at various Town Board and Committee meetings
- Receive input of Draft 1
- Receive input of Draft 2
- Receive input of Draft 3

Consultant shall present a Draft to joint meeting of Planning Board, Board of Selectmen, and Zoning Board of Appeals.

Consultant shall prepare a hearing draft with navigation guides for use at the Planning Board's public hearing.

Consultant shall prepare for and attend town meeting to assist with presenting the updated recodified Zoning Bylaw.

Final Product(s)

Prepare final draft zoning bylaw for Town Meeting vote. This may include a revised zoning map.

V. SELECTION PROCEDURES

Proposals that meet the minimum criteria outlined in this RFP will be moved on to the selection committee for review. Each committee member will review the proposals using the Comparative Evaluation Criteria as defined in this RFP. The top candidates (up to 3) may be selected for an interview with the selection committee. Once the selection committee has made a decision, the price proposal will be opened and negotiations will begin with the selected firm.

In analyzing responses to the evaluative criteria, the selection committee shall consider the qualifications of the applicant and make any investigations deemed relevant to the selection process. Attributes of services proposed, investigations into qualifications, project team, prior relevant experience, past performance, ability to meet project time schedules, and responsibility of the applicant may also be considered. The selection committee will confirm claims of past experience and may request finalists to attend an interview to further explain or clarify their summary statement of qualifications or other elements of their proposal.

VI. GENERAL AND SPECIAL PROVISIONS

1. The Town reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award contracts as may be in the best public interest of the "Town".
2. All proposals become the property of the Town of Andover.
3. The firm selected shall be expected to comply with all applicable federal and state laws in the performance of services.

4. The consideration of all proposals and subsequent selection of a consultant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
5. The successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of this contract.
7. Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
8. Proposals must be unconditional.
9. Selection shall be subject to additional discussions and/or negotiations based on proposals received.
10. The Town is an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.
11. No protests regarding the validity or appropriateness of the specifications or of the Request for Proposals will be considered unless the protest is filed in writing with the Town prior to the closing date for proposals. Should a protest be rejected or disallowed the protester may within forty-eight (48) hours (except Saturdays, Sundays, and State holidays) appeal this decision in writing to the Review Board.

VII. 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 applicant must indicate “yes” and comply, where appropriate, with each statement below.

1. Has the “Proposer” conformed in all material respects to the submission requirements as set forth in the RFP? YES___ NO___
2. Has the “Proposer” the experience to prepare studies, project cost estimates, bid documents and provide project administrative services? YES___ NO___
3. Has the “Proposer” a minimum of five years’ experience in the development of Zoning Bylaws in Massachusetts? YES___ NO___
4. Has the “Proposer” provided a detailed description of at least four (4) recent similar projects on which the “Proposer” has performed similar services? YES___ NO___
5. Has the “Proposer” not been debarred under M.G.L., chapter 149, Section 44C?

6. Has the “Proposer” submitted all necessary forms and signature pages? YES___ NO___
 YES___ NO___
7. Does the proposed team include a Certified Planner and an attorney licensed to practice in the Commonwealth of Massachusetts? (Evidence Required) YES___NO___

VIII. 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. Extent of and quality of experience and past performance of the Contractor in acting as a developer of ZBLs for a municipality or other public entity.

Highly Advantageous - There is evidence in the proposal that the Contractor has demonstrated an excellent level of past performance in providing services, similar to those being sought in this RFP, to more than one 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 Contractor has demonstrated a satisfactory level of past performance in providing services, similar to those being sought in this RFP, to at least one 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 Contractor 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 Contractor 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. Demonstrated ability and experience working with public and political bodies to secure adoption of new ZBL.

Highly Advantageous: There is evidence that the Contractor has worked with two or more clients resulting in the municipal government adopting a ZBL within the last 5 years.

Advantageous: There is evidence that the Contractor has worked with one client resulting in the municipal government adopting a ZBL within the last 5 years.

Not Advantageous: There is evidence that the contractor has worked with one or more clients but has not resulted in a municipal government adopting a ZBL within the last 5 years.

Unacceptable: There is evidence that the contractor has not worked with a municipal government to adopt a ZBL within the last 5 years

3. Qualifications, experience and involvement of the consultant team, including sub-consultants, in successfully completed municipal projects similar to this one.

Highly Advantageous: There is evidence in the proposal that key personnel are highly qualified and have successfully provided services, similar to those being sought in this RFP, to more than one client with characteristics and requirements similar to or more extensive than those of the Town within the last 5 years.

Advantageous: There is evidence in the proposal that key personnel are qualified and have successfully provided services, similar to those being sought in this RFP, to more than one client with characteristics and requirements similar to or more extensive than those of the Town within the last 5 years.

Not Advantageous: There is evidence in the proposal that one or more key personnel are minimally qualified or experienced, but others have more and qualifications and experience and have provided services, similar to those being sought in this RFP, to more than once client with characteristics and requirements similar to those of the Town within the last 5 years.

Unacceptable: The Contractor does not offer services being sought in this RFP directly or through Contractors, or has not provided those services to client(s) with characteristics and requirements similar to those of the Town.

4. Demonstrated experience in public meeting facilitation with results of high level citizen participation, effective discussion, and non-partisan solutions.

Highly Advantageous: A project manager is proposed who has extensive experience in meeting facilitation to the extent that encourages a variety of meeting attendees to participate in the discussion and to contribute to identifying needs and setting codes for the ZBL..

Advantageous: A project manager is proposed with some meeting facilitation experience in developing citizen participation and generating usable solutions.

Not Advantageous: A project manager is proposed that has no experience in meeting facilitation and in engaging a diverse population to participate in the discussions.

Unacceptable: The Contractor does not demonstrate meeting facilitation experience as specified in the RFP directly or through Contractors, or has not provided those services to client(s) with characteristics and requirements similar to those of the Town.

5. Overall project proposal, recommended timeline, and availability of resources, including support staff, to produce high quality, clear, defensible zoning codes on time and within budget.

Highly Advantageous: The plan of services proposes a detailed, logical, and efficient scheme to produce a high quality ZBL.

Advantageous: The plan of services proposes a credible scheme to produce a high quality ZBL.

Not Advantageous: The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all components necessary to produce a complete ZBL.

Unacceptable: The proposed plan of services does not indicate an adequate staff or resources to complete the ZBL as needed.

5. Evaluation of References

Highly Advantageous: References from one or more clients with projects of similar or more extensive scope and service stated that the Contractor provided an **excellent** level of performance, and the project(s) were completed on schedule and within budget.

Advantageous: References from one or more clients with projects of similar or more extensive scope and service stated that the Contractor provided a **satisfactory** level of performance, and the project(s) were completed on schedule and within budget.

Not Advantageous: References from one or more clients with projects of similar scope and service stated that the Contractor provided a satisfactory level of performance, and only some of the project(s) were completed on schedule and within budget.

Unacceptable: References indicated that the Contractor demonstrated an unsatisfactory level of performance, and project(s) were not completed on time and within budget.

The Town of Andover (“Town”) places a premium on the applicants approach to the project and the ability to present a program of services, which complies with the required Project Scope in a manner which is clear, concise and complete with respect to required activities. The “Town”, will find it unacceptable if such a program of services is not included, or is included in an incomplete manner. Proposals that address required items, but only in general or vague terms that do not adequately represent tasks to be performed will be given the rating of not advantageous. Proposals which address all required items in an adequate manner but are unclear in some respects which leave questions on the part of the “Town” as to key aspects of the manner in which tasks will be performed will be given the rating of advantageous. Proposals, which excel in all respects in clearly and concisely addressing all required elements of the Scope of Services shall be given the rating of highly advantageous.

After interview candidates have been selected, those candidates will be emailed a list of questions to address in their presentation to the selection committee. Those interviews will be rated as follows:

Interview Performance

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

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

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

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

IX. INSTRUCTIONS TO PROPOSERS

IX.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a Proposal. Proposals must be sealed and marked as noted.

IX.1.1 TECHNICAL PROPOSAL

A separate and sealed technical proposal including a detailed statement of the qualifications of in house staff and outside consultants, if any, who will be assigned to the project and a detailed plan for completing the tasks described in the Statement of Work and a schedule for completing such tasks.

IX.1.2 PROPOSAL PRICING FORM

Every Proposal must include a separate and sealed detailed price proposal. The envelope should be labeled with the RFP number, the words "Price Proposal" and the due date.

IX.1.3 NON-COLLUSION

Every Proposal must include a certification of good faith with signature, certifying that the Proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

IX.1.4 TAX COMPLIANCE

Every Proposal must include a written certification, with signature, that the Proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

IX.1.5 CORPORATE PROPOSER & SIGNATURES FORM

If the Proposal is being submitted by a corporation, the Proposal must include a certification, with signature, that the individual submitting the Proposal has been authorized to bind the corporation. See 'Corporate Vote' attached. If submitting the Proposal as either an individual or co-partnership, the Signatures Form, with signature, must be submitted. See "Signatures Form" attached.

IX.1.6 REFERENCE FORM

References should be a clearly identifiable section of your Non-Price or Technical Proposal.

IX.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed Proposals must be submitted.

IX.2.1 DUE DATE AND TIME

Proposals shall be received by the Purchasing Department on or before May 1, 2019.

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the Time Stamp Clock in the Purchasing Office will be the official determining time. Proposals submitted via email or facsimile will not be accepted. There should be one (1) original and five (5) copies of the Technical or Non-Price Proposal and a separate and sealed "Price Proposal".

IX.2.2 ADDRESS

Sealed proposals shall be delivered to the Town of Andover- Purchasing Department, 36 Bartlet Street, Andover, MA 01810.

IX.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the Town of Andover: 8:30 AM – 4:30 PM Monday through Friday.

IX.2.4 COPIES

Firms must submit one (1) original and five (5) copies of the technical proposal. The Price Proposal shall be in a separate and sealed envelope clearly marked.

IX.2.5 LABELING

The outside of the envelope containing the sealed proposal must be labeled with 1) the RFP number 2) the due date and time 3) the name of the proposer and 4) the title of the RFP.

IX.3 SIGNATURES

A Proposal must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the

corporation, and with the corporate seal affixed (See attached “Signatures Form” and “Corporate Vote Form”).

IX.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

IX.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Request for Proposals must be submitted in writing to: Terri Peznola Theresa.peznola@andoverma.us at least five (5) days prior to the Proposal opening date. Written responses will be mailed to all Proposers on record as having picked up the Request for Proposals.

IX.4.2 CHANGES

If any changes are made to this Request for Proposals, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all Proposers on record as having picked up the Request for Proposals.

IX.4.3 MODIFICATIONS AND WITHDRAWALS

A Proposer may correct, modify, or withdraw a Proposal by written notice received by the Town of Andover prior to the time and date set for Proposal opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Request for Proposals.

After the Proposal opening a Proposer may not change any provision of the Proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the Proposer may be allowed to correct them. If a mistake and the intended Proposal are clearly evident on the face of the Proposal document, the mistake will be corrected to reflect the intended correct Proposal, and the Proposer will be notified in writing; the Proposer may not withdraw the Proposal. A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal document, but the intended correct Proposal is not similarly evident.

IX.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled Proposal opening, the Office of the Purchasing Agent is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Proposal opening will be postponed until the next normal business day and at the same scheduled time as the original deadline. Proposals will be accepted until that date and time.

IX.6 RFP OPENING PROCEDURE

At the time and place fixed arranged by the Selection Committee, Proposals will be opened and evaluated according to the Comparative Evaluation Criteria outlined in this document. Because this is not a bid, the opening and evaluation process is not public, per M.G.L. Chapter 30B.

X. EVALUATION & SELECTION

X.1 PRODUCT SPECIFICATIONS

Not Applicable

X.2 RULE FOR AWARD

Any contract that results from the Request for Proposals will be awarded to the responsive and responsible firm who offers the most advantageous proposal to the Town of Andover.

XI. TERMS & CONDITIONS

XI.1 TERM OF CONTRACT

Shall be a period of one year from contract execution, unless extended based on mutual written agreement of the parties.

XI.2 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.

XI.3 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.

XI.4 INSURANCE REQUIREMENTS

Per sample contract attached.

XI.5 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.

XI.6 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

["Contractor"]

[Address of the Contractor]

[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 insure 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 Proposal, Request for Proposals, Instructions to Proposers/Proposers, Proposal Form, General

Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the Proposals 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.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Section 3, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

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

The Contractor shall indemnify, defend and save harmless the Town, the Town's 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) 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 duty to defend 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 and trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of

claims not covered by this Agreement. The Contractor further agrees to reimburse the Town for damage to its property caused by the 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 the Contractor's indemnification under this contract. The duty to defend shall immediately accrue and the 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 findings of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

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, Township 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 Proposal 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 accident. 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.

- 34.2.4.4** All required insurance shall be certified by a duly authorized representative of the insurers on the “ACORD” Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements signifying adequate coverage in effect for the duration of the contract must be submitted to the Town prior to execution of this Contract by the Town with renewal certificates issued not less than 30 days prior to expiration of a policy period,. Copies of any or all policies of insurance shall be provided to the Town upon request.
- 34.2.4.5** The Town shall be named as an additional insured on the above referenced liability policies, and the Contractor’s insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 34.2.4.6** 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 General Liability and Automobile 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

THE CONTRACTOR

 Division/Department Head
 Contract Manager

 Company Name

 Town Manager Date

 Signature Date

Print Name & Title

APPROVED AS TO FORM:

Federal Identification
No.: _____

Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

Town Accountant Date

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

Printed Name

Name of Business (if applicable)

Social Security or Federal Tax Identification Number

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.

**ZONING BYLAW REVIEW AND UPDATE
ANDOVER, MA**

RFP No. 034/03-19/100

REFERENCES FORM

Bidders Name: _____

Bidders Address: _____

Bidder must provide references for similar type projects performed within the past three years. Attach additional pages if necessary.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date of Project: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date of Project: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date of Project: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date of Project: _____

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.**