

TOWN OF MONTAGUE REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY SUPPORT SERVICES

Town of Montague

**One Avenue A
Turners Falls, MA 01376**

Request for Proposals

Information Technology Support Services

Proposal Deadline: June 3, 2021 at 5:00 pm

Awarding Authority:

**Town of Montague
1 Avenue A
Turners Falls, MA 01376**

Contact:

**Carolyn Olsen
Email: Accountant@montague-ma.gov**

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ADVERTISEMENT

Advertisement for Proposal per M.G.L. Ch.30B, §6

- A. Town of Montague Webpage
- B. CommBUYS
- C. Greenfield Recorder / MA Newspaper Publisher's Assoc. website:
www.masspublicnotices.org

CRITICAL DATES

- A. RFP Available May 6, 2021
- B. Deadline for written questions May 18, 2021 at 5:00pm
- C. Addenda issued, if necessary May 24, 2021
- D. Deadline for Proposal Submission June 3, 2021 at 5:00pm
- E. Proposal shall remain effective for 60 days after Due Date

ESTIMATED DATES

- A. June 14, 2021 – Expected Date of Notice of Award
- B. June 21, 2021 – Expected Date of Contract Execution
- C. July 1, 2021 – Begin Services

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LEGAL ADVERTISEMENT PER MGL CH 30b §6

INVITATION FOR PROPOSALS: The Town of Montague will accept proposals for Information Technology Support Services per MGL Ch. 30B, sec. 6. Separate, clearly marked, and sealed price and non-price proposals, placed together in a single sealed outer envelope marked “Information Technology Support Services” in the lower left hand corner of the outer envelope will be received by the Town at Montague Town Hall, One Avenue A, Turners Falls, MA 01376, until June 3, 2021 at 5 p.m. Download project specifications and proposal instructions from <https://www.montague-ma.gov/BIDS>. The Town of Montague is the awarding authority and reserves the right to accept or reject any or all proposals in total or in part as they may deem in the Town’s best interest.

TOWN OF MONTAGUE REQUEST FOR PROPOSAL
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REQUEST FOR PROPOSALS

INFORMATION TECHNOLOGY SUPPORT SERVICES

RFP-FY21-06

The Town of Montague will accept sealed proposals for Information Technology Support Services.

Separate, clearly marked, and sealed price and non-price proposals, placed together in a single sealed outer envelope marked "Information Technology Support Services" in the lower left hand corner of the outer envelope, will be received by the **Town of Montague, One Avenue A, Turners Falls MA 01376**, until **June 3, 2021 at 5pm**. A selection committee composed of Town Staff will review all non-price proposals to determine the most advantageous proposal before opening price proposals, and make a recommendation for award to the Selectboard.

Please note: For in-person delivery, Town Hall is currently open to the public and for deliveries Monday – Thursday, 10:30 – 12:30 and 3:30 – 5:30. Due to the pandemic, these hours of availability cannot be guaranteed. Drop-off arrangements can be made for in-person delivery by contacting the Selectboard Office at 413-863-3200 x110 or townadmin@montague-ma.gov. If Montague Town Hall is closed for any unforeseeable reason, the proposals will be opened the next business day at the same time.

The Request for Proposals is available at <https://www.montague-ma.gov/BIDS>. Registration is required. Once registered, any addenda or notifications will automatically be sent to the email address of registrants on record. Questions about proposal specifications must be submitted in writing by May 18, 2021 at 5:00pm to accountant@montague-ma.gov. The proposal is per MGL Ch. 30b, §6.

Qualified proposers who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified proposers are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <http://www.mass.gov/sdo>.

The Town of Montague reserves the right to accept or reject any or all proposals in total or in part as they may deem in the public's best interest.

By: Steven Ellis, Chief Procurement Officer

May 6, 2021

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities

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I. General Submission and Award Information

1. The Town will accept sealed price and non-price proposals. These proposals should be placed in separate, sealed, clearly marked envelopes, and the two envelopes placed in an outer sealed envelope clearly marked "Information Technology Support Services" in the lower left hand corner. These proposals shall be submitted to the Office of the Town Administrator at Montague Town Hall, 1 Avenue A, Turners Falls, Massachusetts 01376, no later than 5:00 p.m. on June 3, 2021.
2. A selection committee composed of Town Staff will review all non-price proposals to determine the most advantageous proposal before opening price proposals, and make a recommendation for award to the Selectboard, who shall be the awarding authority.
3. The Rule for Award: The most advantageous proposal based on evaluation of the price and non-price proposals. The price proposal shall be considered as the sum of the prices presented for the three year period.
4. The Request for Proposals is available at <https://www.montague-ma.gov/BIDS>. Registration is required. Once registered, any addenda or notifications will automatically be sent to the email address of registrants on record.
5. Questions concerning this RFP must be submitted in writing to accountant@montague-ma.gov by 5 PM on May 18, 2021. Written responses will be sent to all registered vendors and addenda to this RFP will be issued as necessary.
6. The Town reserves the right to:
 - i. request clarification of information submitted and to request additional information from any vendor.
 - ii. reject any and all proposals and to waive minor irregularities in any proposal.
 - iii. award any contract to the next most qualified vendor if the vendor does not execute a contract within thirty (30) days after the award of the proposal.
7. A proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, and must reference the original RFP.
8. All proposals and prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal due date.

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9. The Town will award the contract within sixty (60) days of the proposal due date to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.
10. Final contract award shall be made by the Montague Selectboard.
11. The Town shall not be responsible for any costs incurred by the vendor in preparing, submitting or presenting its response to the RFP.
12. Prior to contract execution, the proposer shall provide proof of General Liability, Professional Liability and Workers' Compensation insurance at coverage levels specified in the attached sample contract RFP. The Town shall be listed as additional insured on the General and Professional Liability policies.
13. The Town anticipates the following procurement timetable, which should result in a selection of a vendor by June 14, 2021.

1.	Issuance of Request for Proposals	May 6, 2021
2.	Receipt of Proposals	June 3, 2021 at 5pm
3.	Completion of Evaluation	June 10, 2021
4.	Notice of Award by Selectboard	June 14, 2021
5.	Signing of Contract	June 21, 2021

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II. Proposal Submission Checklist

- Submit separate sealed price and non-price proposals by deadline as stated. Late submissions will not be considered.

The Non-Price Proposal Shall Include

- A signed cover memo stating the role of and affirming availability of key staff
- Resumes of key staff
- Statement of individual/organizational capabilities
- Signed copies of the following included Additional Forms...
 - Reference Form
 - Certificate of Corporate Authority
 - Certification of Tax Compliance
 - Certification of Non-Collusion
- Completed Checklist as provided in RFP Scope of Services (Section IV)
- Completed Checklist as provided in Response & Experience (Section V)

The Price Proposal Shall Include

- Signed and completed price proposal form

Both the price and non-price (cover memo) proposals must be signed as follows: 1) if the proposer is an individual, by them personally; 2) if a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

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III. Overview of Town Information Technology Assets

Following is a summary of some of key Town buildings/departments to be supported through this contract, as well as elements of their hardware and software inventory. This list is not intended to be exhaustive.

1. The Town has 9 locations that would fall under this proposal:
 - Town Hall: 8 departments, 19 PCs, 11 laptops, 1 tablet, 5 iPads, 1 server containing several virtual servers. Digital desktop office phones. 1 main networked printer, 12 office printers.
 - DPW: 5 PCs, 2 iPads, 1 laptop. Digital desktop office phones. 4 printers.
 - Water Pollution Control Facility: 5 PCs, 1 server. Digital desktop office phones. 2 printer.
 - Parks & Recreation: 2 PCs, 1 printer
 - Senior Center: 1 PC, 5 laptops, 1 printer
 - Libraries (3): 19 PCs, 3 laptops. Digital desktop office phones. 7 printers
 - Airport: 1 PC, 1 Laptop, 1 printer
2. The requested services do not apply to the Town's Police Department, nor its two regional school districts or its fire service, which is provided by a district.
3. The Town uses Windows and Microsoft Office, and has its own e-mail server (68 e-mail accounts) as well as desktop phones supported by VoIP. Various departments utilize specific software, some of which is cloud based, including BMSI, AssessPro, MainStreet Maps, VADAR, FOIA Direct, and CitizenServe.
4. The Town uses Zoom for remote meetings and currently has 16 licenses.
5. The incumbent IT Consultant works an average of 20 hours per week.
6. The Town has no IT staff, but does have an IT coordinator to act as liaison between staff and consultant.
7. The Town Hall and DPW have 4-day weeks, Monday through Thursday.

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IV. Scope of Services

The successful proposer will be able to provide technical assistance and system administration related to the Town’s network system. They will be responsible for troubleshooting computer problems, maintaining the network to prepare for future needs, and preventing and managing technical and cyber security issues.

This ENTIRE SECTION must be returned with your proposal confirming that the Proposer wholly agrees to provide the services described in these specifications.

References to headings should be taken to include responsibility for all of the Town’s IT infrastructure, including, but not limited to those assets outlined in Section II.

Understood and Agreed	Yes
	√
<u>Hardware</u>	
1. Coordinate and complete all hardware upgrades, including servers and printers, as required by hardware failure, software updates or scheduled replacements, including on-site visits as needed or requested	
2. Develop specifications and oversee purchases for all required parts and equipment, including negotiations with vendors for best price	
3. Design and supervise any required network or telecommunications cable runs	
<u>Software</u>	
1. Ensure that current versions of software and software features work together as intended and require.	
2. Coordinate and complete all software updates and upgrades, including upgrades to the most recent version of the operating system environment when required, and when hardware is upgraded	
3. Support use of specialized software programs in use by individual departments. Serve as liaison to vendor. Assist with data migration and troubleshooting	
4. Attend meetings, either virtually or in person	

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Understood and Agreed	Yes
	√
5. Develop recommendations and specifications for any software required to support Town operation	
6. Make recommendations for new software tools that may enhance computing or operations efficiency and cybersecurity	
7. Maintain and review anti-virus software, spam mail filters and malware filters, and make upgrades as needed	
8. Troubleshoot Windows, Microsoft Office product problems	
9. Trouble shoot when the DPW loses climate control connection for the Town Hall and DPW through the internet	
<u>Ongoing Maintenance Tasks</u>	
1. Maintain, administer, and troubleshoot the e-mail server, e-mail access and related issues, including staff access to town email from personal smart phones, laptops and computers	
2. Troubleshoot internet access, including staff access to the internet from personal smart phones, laptops and computers for work purposes	
3. Assist staff in remote VPN access to network and/or e-mail	
4. Install software on network or individual user devices as may be required.	
5. Install replacement printers	
6. Set up new employees as users on computer, network and e-mail	
7. Support and troubleshoot remote user access (as in working from home / remotely.	
8. Manage and maintain Cisco VPN firewalls/routers	
9. Weekly reviews of data backups.	

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Understood and Agreed	Yes
	√
1. Coordinate changes, additions, and upgrades with Crocker Communications, Verizon, Comcast and other public utilities for phone and internet service	
2. Work with various vendors of software and hardware projects to ensure that technology assets are performing as needed	
<u>Strategic Planning</u>	
1. Support development of comprehensive IT strategy to enhance productivity, reliability, and cyber-security	
2. Maintain and update a 5 year plan for replacement of current computers and servers	
3. Develop and maintain a 5 year plan for acquisitions, service and software program upgrades	
4. Identify potentially beneficial third party products and services	
<u>Project Management</u>	
5. Participate in project meetings and provide Project Management as requested for following purposes:	
a. Assess benefit of moving town servers to the cloud	
b. Improve wireless access	
c. Cybersecurity enhancements	
d. Assess opportunities for network integration	
e. Telecommunications including VoIP (voice over IP)	
f. Cloud backup, storage, and cloud-administered software	
g. Or other matters of immediate concern	

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Exclusions:

1. No services will be supplied to the Police Department, Fire Department, or public schools under this contract.
2. This contract does not include the cost of hardware, software, or installation materials. The Town is responsible for materials cost.
3. This contract covers replacement or upgrade of existing hardware and software owned by the Town of Montague **as of** June 30, 2021. This contract does not include the installation of OTHER hardware or software purchased **after** June 30, 2021. Please provide the hourly rate to be charged for these services.

V. Response Time & Experience

Response Time

Definitions:

Emergency: infrastructure malfunctions that impede the functionality of the core business (major server malfunction, switch failures, no access to internet or e-mail) or malfunctions that affect Staff after hours that impede meeting deadlines.

Non-emergency: malfunctions that impact select individuals (failed printers, desktops, laptops, etc.)

	Response Time
1. Remote technical response for non-emergency	
2. Remote technical response time for emergency	
3. On-site technical response for non-emergency	
4. On-site technical response time for emergency	

Note: for WPCF, Parks and Recreation, Libraries, Airport, and Council on Aging questions asked on Friday or Saturday, Monday will be considered the next business day.

Experience with Similarly Sized Organizations

	Years of Experience
1. Organizations with fewer than fewer than 50 IT users	
2. Organizations with between 51 and 100 IT users	
3. Organizations with more than 100 IT users	

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VI. Contract Term Length and Renewal Options

The contract term will be July 1, 2021 through June 30, 2022, with an annual option at the sole discretion of the Town to renew for up to two additional years at the sole discretion of the Town, and is subject to annual appropriation. The incremental cost for each subsequent year shall not exceed 10% of the previous year's cost.

VII. Pricing

This is a fixed price contract. Hourly rates should be submitted for any work outside of the Scope of Services.

VIII. References

The proposer must submit a complete list of all contracts they have performed that are similar in size and scope to this contract within the last five (5) years, including contact names and telephone numbers.

Poor references may be a basis for a determination that the vendor is not a responsible proposer.

IX. Evaluation Criteria

1. Acceptance of Scope of Services

- a. **Highly Advantageous:** The proposer agrees to comply with all items in the Scope of Services.
- b. **Advantageous:** The proposer agrees to comply with all items in the Scope of Services except for 1-5 items (combined) in Strategic Planning and/or Project Management.
- c. **Not Advantageous:** The proposer agrees to comply with all items in the Scope of Services except for 6-10 items (combined) in Strategic Planning and/or Project Management.
- d. **Unacceptable:** The proposer is unable to comply with all items in the Scope of Services outside of the Strategic Planning or Project Management sections.

2. Relevant Experience

- a. **Highly Advantageous:** The proposer has at least seven (7) years of experience providing IT support to one or more organizations with between 51-100 IT users.
- b. **Advantageous:** The proposer has at least five (5) years of experience providing IT support to one or more organizations with between 51-100 IT users.

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- c. **Not Advantageous:** The proposer has at least five (5) years of experience, but none with organizations with between 51-100 IT users.
- d. **Unacceptable:** The proposer has fewer than five (5) years of experience providing IT support.

3. Response Time

- a. **Highly Advantageous:** The proposer will respond via phone or email within one hour to all emergencies, within two (2) hours for non-emergencies and respond on-site within one (1) business day at no additional cost when presence is needed to resolve a problem.
- b. **Advantageous:** The proposer will respond via phone or email within two (2) hours to all emergencies, four (4) hours for non-emergencies and respond on-site within one (1) business day at no additional cost when presence is needed to resolve a problem.
- c. **Not Advantageous:** The proposer will respond via phone or email within four (4) hours to all emergencies, eight (8) hours for non-emergencies and respond on-site within one (1) business day at no additional cost when presence is needed to resolve a problem.
- d. **Unacceptable:** The proposer will respond via phone or email within one (1) business day for both emergencies and non-emergencies and respond on-site within two (2) business days at no additional cost when presence is needed to resolve a problem.

4. References

- a. **Highly Advantageous:** Of references contacted, all would rehire the proposer.
- b. **Advantageous:** Of references contacted, at least eighty (80) percent would rehire the proposer.
- c. **Not Advantageous:** Of references contacted, at least sixty (60) percent would rehire the proposer.
- d. **Unacceptable:** Of references contacted, fifty-nine (59) percent or fewer would rehire the proposer.

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PRICE PROPOSAL FORM

To the Awarding Authority:

The Undersigned proposes to furnish and deliver all services required for TOWN OF MONTAGUE – INFORMATION TECHNOLOGY SUPPORT SERVICES in TURNERS FALLS, Massachusetts, in accordance with the proposal specifications and Request for Proposal. This proposal and price proposal includes addenda numbered _____
The proposed cost schedule is as follows:

1st Year Price: (dollars) \$ _____;
(written) _____

1st Year Hourly Rate(s) for work outside scope of services:
(dollars) \$ _____;
(written) _____

2nd Year Price: (dollars) \$ _____;
(written) _____

2nd Year Hourly Rate(s) for work outside scope of services:
(dollars) \$ _____;
(written) _____

3rd Year Price: (dollars) \$ _____;
(written) _____

3rd Year Hourly Rate(s) for work outside scope of services:
(dollars) \$ _____;
(written) _____

The above price schedule includes all costs associated with provision of the scope of services presented in this Request for Proposals.

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PRICE PROPOSAL FORM (CONTINUED)

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this proposal.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best 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.

The undersigned certifies under 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.

Any "Or Equivalent" submissions are included only with complete material specifications and numbered to meet the Specification List and are subject to approval by the Town of Montague.

Authorized Signature  _____

Printed Name _____

Company Name * _____ Date _____

Postal Address:

Email Address:

Phone Number:

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Additional Required Forms

- Reference Form
- Certificate of Corporate Authority
- Certification of Tax Compliance
- Certification of Non-Collusion

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REFERENCE FORM

Proposer: _____

RFP Title: Montague Information Technology Support Services

Proposer must supply references for: All contracts performed within the last five (5) years

Reference: _____

Contact: _____

Address: _____

Phone: _____

E-Mail: _____

Dates of Service _____

Number of IT Users _____

Description of services provided: _____

Reference: _____

Contact: _____

Address: _____

Phone: _____

E-Mail: _____

Dates of Service _____

Number of IT Users _____

Description of services provided: _____

Reference: _____

Contact: _____

Address: _____

Phone: _____

E-Mail: _____

Dates of Service _____

Number of IT Users _____

Description of services provided: _____

Attach additional sheets if necessary.

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CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of held on _____ it was
VOTED that: (Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____

that _____ is the duly elected _____ of said

corporation, and that 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:

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under 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.

Signature of individual submitting proposal

Name of business

TAX COMPLIANCE CERTIFICATION

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 individual submitting proposal

Name of business

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FORM OF CONTRACT

Not Required for Submission

TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021 by and between the TOWN of MONTAGUE, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase, delivery and service of Information Technology Support Services, hereinafter "the Services"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposal, including without limitation the Specifications therein, and the CONTRACTOR's price and non-price proposals. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
2. THE WORK. The Work consists of obtaining and servicing the Services, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2021 and shall expire on June 30, 2022, unless extended at the discretion of the Town up to a maximum of three total years; unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR's Price Proposal, included herein as Attachment A.

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B. The acceptance by the CONTRACTOR of final payment for services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Services, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability and Property Damage combined	\$1,000,000 per occurrence
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

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Automobile Liability

Bodily Injury and Property Damage Liability combined \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Umbrella or Excess Liability \$2,000,000 per occurrence
(claim) and Aggregate

B. All policies shall identify the TOWN as an additional insured (except Professional Liability and Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or

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waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

- B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction,

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the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

- 18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

- 19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

- 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this Contract

TOWN OF MONTAGUE, MA
By its: Selectboard

Town Accountant

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)