

TOWN OF NORTH ANDOVER



REQUEST FOR PROPOSALS ENTERPRISE RESOURCE PLANNING SYSTEM

September 8, 2025

Contact:	Laurie Burzlaff
	Assistant Town Manager/Director of Operations
Address:	120 Main Street
	North Andover, MA 01845
Telephone Number:	978-688-9510
Email:	lburzlaff@northandoverma.gov

1. Introduction

Pursuant to Chapter 30B of the Massachusetts General Laws, the Town of North Andover is soliciting proposals from qualified firms with municipal experience to provide a cloud-based Enterprise Resource Planning (ERP) System. The ERP system must modernize and integrate municipal operations, enhance transparency, streamline services, and ensure compliance with state and federal regulations. Qualified firms are requested to submit their proposals to the Assistant Town Manager/Director of Operations in accordance with the instructions contained within this Request for Proposals (RFP).

The Town of North Andover may cancel this RFP or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the Town of North Andover.

2. Submission Deadline and Instructions

The proposal must address, at a minimum, each of the issues set forth in the RFP in order to be considered responsive. Any proposal that does not respond to each issue in the Request for Proposals will be rejected by the Town as non-responsive.

Proposers must submit **one (1) original and two (2) exact copies** of the Technical Proposal with all required information included and **one (1) original copy** of the Price Proposal. The Technical Proposal and Price Proposal must be submitted in **separate, sealed envelopes**. The Technical Proposal must be properly filled out, signed, sealed and endorsed, and must NOT include any pricing information. The sealed envelope should be marked "Technical Proposal- ERP System" with the applicant's name and address on the front. No responsibility will be attached to any person or persons for the premature openings of proposals not properly marked.

A complete and all-encompassing pricing proposal sheet (Appendix A) is to be submitted in a separate sealed envelope marked "Pricing Proposal-ERP System". The price proposal shall represent the full compensation for all services, supplies, equipment and material except as otherwise provided.

Applicants must also execute and include in the sealed submission the Certification of Authorization, Certificate of Non-Collusion, and the Certificate of Tax Compliance. The Town of North Andover, through the Town Manager, is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Request for Proposals if it is in the Town of North Andover's best interest to do so.

Any proposal which is not according to prescribed form, not properly signed, or otherwise contrary to instructions, may be rejected by the Town. More than one proposal from the same proposer, whether or not the same or different names appear on the signature page, shall not be considered. Any or all proposals shall be rejected if there is reason for believing that collusion exists among the proposers.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general

partner; and c) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

All sealed proposals must be received and registered by the Town Manager's office by September 24, 2025 at 2:00 p.m. All outer envelopes must be labeled "ERP System" and mailed or hand delivered to the following address:

Laurie Burzlaff, Assistant Town Manager
North Andover Town Hall
120 Main Street
North Andover, MA 01845

No responsibility will be attached to the Town Manager or her staff for the premature opening of any proposal that is not properly identified. No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next normal business day.

3. Questions or Addendum

Questions concerning this RFP must be submitted in writing to: bidnetdirect.com/massachusetts/northandoverma. When viewing the notice online, use the "Ask a question" button. If vendors need assistance please contact Bidnet's vendor support department at 800-835-4603, option 2. All questions/inquiries must be received by 4:30 p.m. on September 17, 2025 to be considered. Written responses will be posted on bidnetdirect.com/massachusetts/northandoverma by 2:00PM on September 18, 2025.

If any changes are made to this RFP, an addendum will be posted on bidnetdirect.com/massachusetts/northandoverma. It is the sole responsibility of the bidder to ascertain the existence of any addenda and/or modifications issued by the Town. As this RFP has been published on the Town's website (www.northandoverma.gov) all bidders are responsible for checking the website for any addenda and/or modifications that are subsequently made to this RFP.

The Town accepts no liability for and will provide no accommodations to bidders who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to any part of this RFP are prohibited and may disqualify a response.

All proposals submitted in response to this RFP shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the Town of North Andover, except as specified in this RFP, and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP.

Bidders may contact Bidnet's vendor support department at 800-835-4603, option 2, in the event this IFB is incomplete or the bidder is having trouble obtaining any part of the IFB electronically, including, and without limitation the form and attachments.

Bidder with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing to the contact person, and reasonable accommodation will be made by agreement with the contact person on behalf of the Town of North Andover.

4. Modifications to Proposal

A vendor 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.

5. Background

The Town of North Andover serves approximately 30,000 residents with a range of services including finance, human resources, public works, permitting, and utility billing. The municipality currently uses Enterprise ERP and is required per Massachusetts General Laws chapter 30B to solicit proposals.

6. Scope of Services

The selected vendor will provide software as a service for an Enterprise Resource Planning software containing a comprehensive suite of tools, including:

- Integrated Financial Management: Provide tools for managing budgets, accounts payable, contract management, purchasing, cash management, grants, and revenue streams.
- Human Resources Management: Provide tools for managing payroll, employee records, and Human Resources related processes.
- Revenue Management: Provide tools for managing accounts receivables, central property files, citizen self-service, employee self-service, general billing, excise tax, tax billing and tax title.
- Content management
- Enterprise analytics and reporting
- GIS
- Forms processing software

The proposals must include a plan and timeline for the following:

- Implementation, configuration and data migration
- Integration with existing or future systems (e.g., permitting, GIS, assessor databases)
- Staff training and change management
- Ongoing support and maintenance

Modules should include:

- General Ledger, Accounts Payable/Receivable
- Budgeting and Financial Reporting
- Human Resources and Payroll
- Procurement and Vendor Management
- Utility Billing
- Asset and Inventory Management
- Citizen Self Service Portal
- Employee Self Service Portal
- Permitting and Licensing (optional or via integration)

The Town of North Andover is a tax exempt entity so no sales tax will be assessed to any purchases made under this proposed contract.

7. Minimum Criteria/Qualifications

The Proposer must submit, as part of its non-price proposal, the following minimum qualification criteria:

- A. Cover letter signed by the individual authorized to negotiate for and contractually bind the proposer, stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission of proposals.
- B. Detailed technical and functional proposal.
- C. Implementation and project management plan.
- D. Training and support plan.
- E. A list of at least ten (10) Massachusetts municipalities for which the proposer has provided ERP system services similar in scope over the past year. This list is to include a current name, address, contact person, and phone number of references for the selection committee to access. Proposer must have at least five (5) years of satisfactory performance under at least three (3) different contracts similar in scope.
- F. List any litigation, with the appropriate explanation, against proposer in the past five years.
- G. Familiarity with Massachusetts procurement laws (M.G.L. c. 30B)
- H. Capacity to provide local or remote support with defined SLAs
- I. Compliance with cybersecurity and data privacy laws (e.g., 201 CMR 17.00, MassGIS standards) and municipal policy
- J. Proposer's business must be registered with the Secretary of State's Office if corporation or if not a corporation, submitted with the technical proposal a copy of the Business Certificate obtain from the City or Town Clerk's Office where the business is conducted.
- K. The awarded Vendor must meet the insurance requirements specified in the Sample Contract and any underwriting requirements relative to the Town's insurance coverage as may be required for third party access to Town's information.
- L. Submission of separate and sealed narrative proposal and pricing proposal.
- M. Proposer must provide all services described in Scope of Services and submit all required statements and forms.

8. Comparative Evaluation Criteria

All proposals meeting the minimum criteria/qualifications will then be evaluated based upon the specific comparative evaluation criteria. The following point schedule will be utilized:

<i>Highly advantageous</i>	5 points	Response excels on the specific criterion
<i>Advantageous</i>	3 points	Response meets evaluation standard for the criterion
<i>Least Advantageous</i>	1 point	Response does not fully meet the criterion or leaves a question or issue not fully addressed

A. Proposer's relevant municipal experience with services described in the proposal in the Commonwealth of Massachusetts.

- ◆ Proposer that has five (5) or more years' experience in providing ERP systems and related services in Massachusetts will be considered Highly Advantageous (5 points)
- ◆ Proposer that has less than five (5) years of experience but at least three (3) years experience in providing ERP systems related services in Massachusetts will be considered Advantageous (3 points)
- ◆ Proposer that has less than three (3) years experience in providing ERP systems and related services in Massachusetts will be considered Least Advantageous (1 point)

B. Extent proposed system meets the functional requirements as outlined in the scope of services.

- ◆ Proposer meets all of the functional requirements of the Town will be considered Highly Advantageous (5 points)
- ◆ Proposer meets some, but not all of the functional requirements of the Town will be considered Advantageous (3 points)
- ◆ Proposer does not meet any functional requirements of the Town will be considered Least Advantageous (1 point)

C. Ability of proposer to begin work immediately and maintain an intensive schedule to meet the Town's timetable:

- ◆ Able to devote sufficient resources to complete installation and have system ready for use by November 1, 2025 will be considered Highly Advantageous
- ◆ Able to devote sufficient resources to complete installation and have system ready for use by November 15, 2025 will be considered Advantageous
- ◆ Able to devote sufficient resources to complete installation and have system ready for use by November 30, 2025 will be considered Least Advantageous

D. References will be evaluated to identify the ability and quality of previous work in the Commonwealth of Massachusetts over the last five (5) years:

- ♦ Four (4) references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation will be considered High Advantageous.
- ♦ Only three (3) references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation will be considered Advantageous.
- ♦ Only two (2) references spoke favorable of the work performed by the proposer and would use them again for a similar project without hesitation will be considered Least Advantageous

E. Completeness and Quality of Proposal

- ♦ A proposal that is complete, concise, informative, and highly detailed and demonstrates excellent communication and documentation skills will be considered Highly Advantageous.
- ♦ A proposal that is complete, informative, and demonstrates a good level of communication and documentation skills will be considered Advantageous.
- ♦ A proposal that lacks a comprehensive approach or communication and documentation skills appear only adequate will be considered Least Advantageous.

8. Method for Award

The contract will be awarded to the responsible and responsive proposer submitting the most advantageous proposal taking into consideration all evaluation criteria as well as price.

The Town may interview proposers selected as finalists. If interviews are to be held, proposers will be notified five (5) business days prior to their scheduled interview.

The non-price proposals shall be ranked by the Town. After such ranking, the price proposal of the first ranked proposer shall be opened.

The Town will endeavor to negotiate a contract with the first ranked proposer. If it is unsuccessful it shall proceed to the second ranked proposer and endeavor to negotiate a contract.

10. Assignment of Award

No subletting of the award or contract, nor assignment of moneys due, or to become due, shall be made without the Town Manager's written approval.

11. Term of Contract

The Town of North Andover is seeking to award a one year contract with two (2) additional one-year renewals, solely at the discretion of the Town. The Town will provide written confirmation of renewal at least sixty (60) days prior to the end of the contract period.

The successful bidder will be required to execute the standard Town of North Andover contract as attached.

APPENDIX A - PRICE PROPOSAL

This form will be used by the Proposer as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Proposers must fill out this form in its entirety and submit it in a separate envelope marked as their Price Proposal per instructions contained in this RFP. If there is a minimum charge, it must be stated. Town will pay only for Services rendered under each service.

Cost for licensing and maintenance \$ _____

ONE TIME IMPLEMENTATION CHARGES, if applicable

Specify service: Installation/Setup Fee \$ _____

Specify service: _____ \$ _____

Specify service: _____ \$ _____

TOTAL PRICE PROPOSAL FOR CONTRACT TERM until 6/30/27 \$ _____

Renewal Option 1 – 7/1/27 to 6/30/28 \$ _____

Renewal Option 2 – 7/1/28 to 6/30/29 \$ _____

Addendum _____ are acknowledged: _____
Signature

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Email Address _____

Name of Person Authorized to sign Price Proposal

Title of Person Authorized to sign Price Proposal

Signature of Above Person

CERTIFICATE OF NON-COLLUSION

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

Signature_____

Date_____

Print Name & Title

Company Name

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws, _____
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement, _____
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:

(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

REQUIRED CERTIFICATIONS

(TO BE SUBMITTED WITH NON-PRICE (TECHNICAL) PROPOSAL)

1. Certification that State Taxes are Filed and Paid: Pursuant to provisions of M.G.L. c. 62C, §49A, the undersigned, as the individual signing this Proposal on behalf of the Vendor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief, the Vendor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

2. Unemployment Contribution Certification: Pursuant to provisions of M.G.L. c. 151A, §19A, the undersigned, as the individual signing this Proposal on behalf of the Vendor hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief, the Vendor has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

3. Certification of Non-Debarment: Pursuant to provisions of M.G.L. c. 29, §29F, as amended, c.152, §25C(10), as amended or any other applicable debarment provision of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder, the undersigned, as the individual signing this Proposal on behalf of the Vendor, further certifies under penalty of perjury that the Vendor is not presently debarred from bidding or contracting with any state or municipal agency in the commonwealth.

BY: _____

Signature of Individual/Corporate Officer (Mandatory, if applicable)

Print or Type Name of Person Signing

Corporate Name (Mandatory) /Name of Business

Social Security number (voluntary) or

Federal Identification Number

DATE: _____

CONTRACT NO. _____

VENDOR NO. _____

SOFTWARE AS A SERVICE CONTRACT WITH THE TOWN OF NORTH ANDOVER

THIS CONTRACT made and entered into this ____ day of ____, 2025, by and between ____, a domestic profit corporation duly authorized by law and having a principal place of business at _____, hereinafter called "VENDOR", and the and the TOWN of North Andover, ("TOWN") a municipal corporation duly established by law and located at 120 Main Street, North Andover, Essex County, Commonwealth of Massachusetts.

WHEREAS, the TOWN issued its Invitation for Bids dated September ____, 2025 for SaaS Services. SaaS means software as a service consisting of system administration, system management, and system monitoring activities that VENDOR performs for the VENDOR Software and includes the right to access and use the VENDOR Software, receive maintenance and support on the VENDOR Software, including Downtime resolution, and Data storage and archiving; and

WHEREAS, the VENDOR represents that it is duly qualified in this field, and has agreed to perform the services requested by the TOWN; and

WHEREAS, the TOWN has accepted the VENDOR'S proposal subject to the conditions and agreements herein contained;

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

-1-

The VENDOR agrees that it will provide SaaS Services as described in accordance with the Invitation for Bids, Specifications, and the Bid. The Invitation for Bid, the Specifications, the Bid, all required Certifications, all Insurance Binders, the Schedule of Minimum Wage Rates, and the following definitions are incorporated herein and made a part of this CONTRACT. In the event of a conflict between this agreement and any attachment, the provisions of this Agreement shall govern. For any "live link" attachments, only the version of the link in existence at the time of this Agreement, and reviewed and approved by the TOWN shall be incorporated into this Agreement.

- **TOWN Data** means your data necessary to use the VENDOR's Software.
- **Data Storage Capacity** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **Defect** means a failure of the VENDOR Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the

governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **Professional Services** means those services provided by VENDOR or a third party related to the scope of this Agreement and identified in the SOW.
- **Service Level Agreement "SLA"** means the document detailing the performance, ability, and support standards for the services to be provided to the town. A copy of our current SLA is attached hereto as Exhibit A.
- **Statement of Work "SWO"** means a document executed by both parties that describes the specific services, scope, deliverables, and fees, attached as Exhibit B.
- **VENDOR Software** means the VENDOR's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

-2-

The Contract Period will commence on _____, 2025 and terminating _____. Any extensions of time must be by written NOTICE per paragraph 22 from the TOWN, and are at the sole discretion of the TOWN.

The VENDOR will report to the Town's IT Director of Information Technology as the signatory Department Head of this CONTRACT.

-3-

Total payments under this CONTRACT shall not exceed _____ DOLLARS. This Contract is expressly subject to and contingent upon an appropriation of funds.

-4-

The TOWN agrees to use best efforts to pay for services within thirty (30) days of receiving an invoice, so long as all services provided are sufficiently detailed in the invoice, and that the invoice has filed with the contracting department. Any payment under this Contract shall not constitute or be deemed a waiver, relinquishment, release, or abandonment of any claim which the TOWN may have against the VENDOR for breach of this Contract.

-5-

The VENDOR agrees that no obligation shall be considered to have incurred under this CONTRACT unless and until a purchase order shall have been duly issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in purchase order or purchase orders duly issued and approved.

-6-

The VENDOR states that it is qualified, and is in all relevant aspects, in good standing. The VENDOR certifies that performance under this Contract will meet ethical business standards and good stewardship of taxpayer and public funding to prevent waste or abuse.

-7-

Subject to the terms of this Agreement, VENDOR grants the Town a non-exclusive, non-transferable right to access and use the Service for its internal business purposes during the term of this Agreement. The Town shall not, and shall not permit any third party to: reverse engineer, decompile, or otherwise attempt to discover the source code of the Service; use the Service for any illegal or unauthorized purpose; or circumvent any security features.

The Town retains all right, title, and interest in and to all Town's Data. The VENDOR receives no ownership rights in Town's Data. The VENDOR shall implement and maintain appropriate administrative, technical, and physical safeguards to protect TOWN Data from unauthorized access, use, or disclosure. VENDOR shall promptly notify TOWN of any actual or suspected security breach.

The TOWN is subject to Public Records Act or Freedom of Information Act, e.g., Massachusetts Public Records Law and requires VENDOR to cooperate in providing access to or copies of TOWN Data that constitute public records. VENDOR shall not assert any third-party privacy rights or other legal restrictions on behalf of individuals to prevent disclosure, except as provided by law.

VENDOR shall store and process TOWN Data only within the continental United States. TOWN reserves the right to audit Provider's compliance with this provision upon reasonable notice. Upon termination of this Agreement, VENDOR shall return all TOWN Data to TOWN in a standard, non-proprietary format and securely delete all TOWN Data from its systems within sixty (60) days.

-8-

The VENDOR shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation (MGL c.152), Public Liability, and Property Damage Insurance, including contractual liability coverage. All insurance shall be for policy limits acceptable to the TOWN; all required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form (incorporated into and made a part of this agreement); and before commencement of work hereunder the VENDOR agrees to furnish the TOWN with certificate(s) of insurance or other evidence satisfactory to the TOWN. The certificates shall contain the following express obligations: "In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder. Where notice is not provided by VENDOR's insurer, the notice will be provided by the VENDOR." The TOWN shall be named as an additional insured under each policy or policies, except Workers' Compensation.

For the purpose of the Contract, the VENDOR shall carry the following types of insurance in at least the limits specified below.

Workers' Compensation – the required statutory amount
Employer's Liability – \$500,000

Bodily Injury & Property Damage Liability Except Automobile – \$500,000

Automobile Bodily Injury & Property Damage Liability – \$1,000,000 combined single limit for each accident.

Excess Umbrella Liability – \$1,000,000 for each occurrence

-9-

It is further agreed by the VENDOR that, in the event the TOWN is sued in a court of law or equity, or demand is made upon the TOWN for payment of any damages arising out of the VENDOR'S performance or non-performance of this Contract, then the VENDOR, without reservation, shall indemnify and hold harmless the TOWN against any and all claims arising out of the VENDOR'S performance or non-performance of the CONTRACT.

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

-10-

This Contract is subject to all laws of the Commonwealth of Massachusetts, federal, state and local, which are applicable to this Contract or work with a public entity; and it is presumed that the VENDOR is cognizant thereof. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

-11-

The VENDOR agrees to comply with all the provisions of General Laws, Chapter 30B and all related sections, including amendments thereto, in performing all work under this CONTRACT, and the provisions of said sections are made a part of this CONTRACT and are to be considered as covenants, terms and conditions hereof as though all the provisions were specifically incorporated herein, and the provisions of the said sections shall apply even though it may appear they are not applicable to the work of the type to be performed under this CONTRACT.

-12-

The VENDOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.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 VENDOR will, if applicable, comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws c.149 (Prevailing Wage), and shall be in force and as amended. The VENDOR will, if applicable, submit certified weekly payrolls to the TOWN in accordance with

MGL c.151, §1, et seq. The wage rate schedule attached to the bid or solicitation shall be made a part of this contract, and shall continue to be the minimum rate or rates of wages during the life of the contract as updated yearly unless adjusted by the Commonwealth. The VENDOR shall cause a copy of said schedule to be kept posted in a conspicuous place during the life of the contract.

-13-

The VENDOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.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 VENDOR 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-

The VENDOR shall give its personal attention constantly to the faithful performance of the work and 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.

-15-

It is further agreed that the TOWN may terminate this CONTRACT without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party. The TOWN may also terminate this CONTRACT at any time for cause.

-16-

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

-17-

It is understood and agreed by the TOWN and the VENDOR that a Contract Performance Record Form must be completed on this contract by the Department Head or his designee who is supervising this contract, and such Contract Performance Record Form must be submitted to the TOWN Manager, TOWN Accountant, and Purchasing Agent prior to release of final payment under

this contract. If requested by the VENDOR a copy of the Contract Performance Record Form shall be furnished to the VENDOR.

-18-

The VENDOR certifies that any and all taxes and municipal fees due and owing to the TOWN of North Andover have been paid in full.

-19-

All fees for TOWN permits or licenses required for these services shall be waived, but any additional fees for licenses and permits shall be the responsibility of the VENDOR.

-20-

This contract is only binding upon, and enforceable against the TOWN if: 1) the Contract is signed by the TOWN Manager or her designee; 2) and endorsed with approval of TOWN Counsel as to form.

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 VENDOR 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.

-21-

This instrument, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein. Any Amendments to this Contract must be made in writing and executed by all signatories to the original Contract, prior to the effective date of the amendment.

-22-

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 VENDOR shall be deemed sufficient if sent to the address set forth in the Contract and to the TOWN by being sent to the Town Manager, North Andover Town Hall at 120 Main Street, North Andover, Essex County, Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the VENDORS and the said TOWN OF NORTH ANDOVER have hereto and to a duplicate and triplicate hereof, caused their corporate seals to be affixed and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

Melissa Murphy-Rodrigues
Town Manager, North Andover

APPROVED AS TO FORM:

Christine P. O'Connor
Town Counsel

Date: _____

VENDORS

By _____

Fed.I.D. or Social Security No.

TOWN OF NORTH ANDOVER

Department Head

Kyle Warne
Town Accountant

Exhibit A

Town of North Andover Information Security Addendum

1. Network Security

Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular (annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards (see “11. Industry Standards”), M.G.L. c.93H, and best practices that Vendor then applies to its own network.

2. Application Security

Vendor agrees at all times to provide, maintain and support its Software (Software Name) and subsequent updates, upgrades, and bug fixes such that the Software is, and remains secure from those vulnerabilities generally recognized and comparable industry practices or standards.

3. Data Security

Vendor agrees to preserve the confidentiality, integrity and accessibility of Town data with administrative, technical and physical measures that conform to generally recognized industry standards (see “11. Industry Standards”), M.G.L. c.93H, and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

4. Data Storage

Vendor agrees that any and all Town data will be stored, processed, and maintained solely on designated target servers within the United States and that no Town data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “6. Data Encryption”.

5. Data Transmission

Vendor agrees that any and all electronic transmission or exchange of system and application data with the Town and/or any other parties expressly designated by Town shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.

6. Data Encryption

Vendor agrees to store all Town backup data daily as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all Town data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key.

7. Data Re-Use

Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no Town data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Town of North Andover.

8. End of Agreement Data Handling

Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all Town data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement. A full data export will be shared with the Town within 30 days.

9. Security Breach Notification

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations, or other event requiring notification under applicable law, Vendor agrees to:

- a. Notify the Town of North Andover by telephone and e-mail of such an event within 24 hours of discovery, and
- b. Assume responsibility for informing all such individuals in accordance with applicable law, and
- c. Indemnify, hold harmless and defend the Town of North Andover and its officers, agents and employees from and against any claims, damages, or other harm related to such Notification Event.

10. Right to Audit

The Town of North Andover or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor's sub-vendors or affiliates that provide a service for the processing, transport or storage of Town of North Andover data. The Town of North Andover will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with.

A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor's premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. Audits will be at the Town of North Andover's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the Vendor.

11. Industry Standards and Massachusetts State Law

Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

- d. Center for Internet Security (<http://www.cisecurity.org>)
- e. National Institute for Standards and Technology (<http://csrc.nist.gov>)
- f. 201 CMR 17.00: M.G.L c. 93H (Attached)

12. Vendor Warranty

Vendor (i) warrants that the services provided in this Agreement will be in substantial conformity with the information provided in response to the attached Town of North Andover Security Assessment Questionnaire ("Response to SAQ"); (ii) agrees to inform Town of North Andover promptly of any material variation in operations from that reflected in the Response to SAQ; and (iii) agrees that any material deficiency in operations from those as described in the Response to SAQ will be deemed a material breach of this agreement.

_____	_____
_____	_____
<i>Name</i>	<i>Vendor</i>
_____	_____
<i>Signature</i>	<i>Date</i>