

TOWN OF TOWNSEND, MA
Invitation to Bid
For IT Support Services

The Town of Townsend will be accepting bids from qualified consultants to provide the Town with Information Technology services/support for a (1) one year period.

Following receipt and review of the submitted bids, interviews may be conducted prior to making the final selection. Bids must be received by no later than 4:00 PM on Friday, February 21, 2020.

SCOPE OF SERVICES

Under the base contract, vendors shall provide the following services-- at no additional cost for “after hours” services-- on a 24/7 basis:

1. Provide 24/7 service, in person or remote as needed, for all critical issues.
2. Server-Monitoring and Response: 24/7 monitoring of all servers and addressment of any identified issues such as event log errors, internet availability, and disk space.
3. Server Backups: Daily local and remote backup of user data, local weekly full backup of all server drives, daily log check of both local and remote backups, and file restoration as needed.
4. Account Maintenance: Adding or deleting of any user account as directed, cleanup of any account deletions, and any other procedure client would like completed when accounts are added or deleted.
5. Monthly Health Check: Malware logs, disc space, and event logs on all PCs checked, confirm all Microsoft updates are installed, and install any Adobe or Java updates.
6. General Support Services, as part of the base contract, on site or remotely, to assist with any issues arising with computers, internet connections, wiring or connected devices.

MINIMUM QUALIFICATIONS

Proposers must be able to meet a set of minimum requirements in order for the bid to be considered. If the bidder does not meet the minimum criteria, their proposal will be rejected without further review.

1. A minimum of three municipal client references for whom the proposer has provided at least 5 years of continuous service.
2. All staff assigned to the contract must have worked providing IT support services to a Massachusetts municipality for a minimum of the last five years. Said support must include providing routine and emergency IT support services to town offices and TOWNS.

The bidder’s submittal shall include a signed statement which affirms these minimum conditions are met.

PROPOSED CONTRACT

This will be a (1) one year contract with two possible (1) one-year extensions; at the TOWN’s sole discretion. A sample contract is provided within this bid packet to indicate the terms and conditions expected by the TOWN. The successful bidder’s technical and price proposals will become an addendum to the final contract form. The TOWN reserves the right to incorporate additional attachments before final signing.

CONTENTS OF BID

The bidder must include the following in their proposal:

- A cover letter, signed by an individual authorized to bind the firm, partnership, joint venture, etc.
- A signed affirmation that the herein stated minimum qualifications are met.
- Signed certifications regarding tax payments, non-collusion and an additional statement that no conflict of interest exists
- Statement of company insurances coverage including property and casualty, liability, and workers compensation insurance. (Note: Prior to beginning work, the vendor must supply the town with insurance certificates naming the Town of Townsend as a co-insured for all insurance except Workers Compensation.)
- The proposer shall provide resumes for the proposed project team.
- The proposer should provide as a part of his or her bid a minimum of two (2) references from communities for which he/she currently provides IT support services. The Town of Townsend may be counted as a reference.
- In a separately sealed envelope, the bid proposal must include a fully completed and signed Price Bid Sheet (included herein).

SUBMISSION REQUIREMENTS

Bids must be submitted to the TOWN in a sealed outer envelope or box clearly marked on the outside "Townsend IT Support Services" by mail or hand delivery to:

James M. Kreidler
Town Administrator
272 main Street
Townsend, MA 01469

Miscellaneous:

- ☐ Clarification - Questions/requests for clarification shall be directed to James Kreidler by phone at (978) 597-1700 or by email at jkreidler@townsend.ma.us. Answers to all substantive questions will be put in writing and supplied to all parties who have received a copy of the bid packet by mail or email.
- ☐ Revisions – If the Town determines that it is necessary to change any part of this Invitation for Bid, an addendum will be issued and furnished to each prospective respondent who has requested a bid package from the Town. It is the vendor's obligation to ensure the Town has the appropriate contact information on the proposal distribution log to allow for notification of any addenda.
- ☐ Withdrawal of Bids – Bids may be withdrawn by written request.
- ☐ Amendments to Bids – Bids may be amended with due regard given to time and practical constraints. Amendments must be submitted sealed and in writing, clearly stating the changes to the bid.
- ☐ Bids are Firm Offers - Bids responding to this Invitation for Bid are considered firm. Proposed prices must be firm for 60 days from the date of submission.
- ☐ Expenses – All expenses associated with preparing and submitting proposals, including any interviews shall be the responsibility of the proposer.
- ☐ Laws/Regulations - The successful bidder shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.

TOWN OF TOWNSEND
IT Support Services Price Proposal

THIS BID SUBMITTED BY:

COMPANY: _____

ADDRESS: _____

CITY and STATE: _____

TELEPHONE NO.: () _____

1. Year 1 Total Year 1 Contract Price: _____

Details: Servers: \$_____/month
PCs/Laptops: \$_____/month
Other: \$_____/hour charged on an as-needed basis

2. Optional Year 2 Total Year 2 Contract Price: _____

Details: Servers: \$_____/month
PCs/Laptops: \$_____/month
Other: \$_____/hour charged on an as-needed basis

3. Optional Year 3 Total Year 3 Contract Price: _____

Details: Servers: \$_____/month
PCs/Laptops: \$_____/month
Other: \$_____/hour charged on an as-needed basis

BIDDER MUST SIGN THE FOLLOWING IN INK:

BY: _____

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: _____

TITLE: _____

TOWN OF TOWNSEND
IT Support Services
CERTIFICATIONS

1. Certification of Good Faith. Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contracts pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certified under the 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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

SIGNED: _____

Name of person signing proposal

TYPED: _____

DATE: _____

2. Certification that State Taxes are Filed and Paid: Pursuant to section forty-nine A of Chapter 62(C) of the General Laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is: _____.

By: _____

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

Date: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts TOWN of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

3. Certificate of Non-Conflict of Interest: The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. As used in this certification, the work "person: shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signed: _____ Date: _____

Person signing proposal

Typed: _____

Name of Business

**TOWN OF TOWNSEND, MASSACHUSETTS
SAMPLE CONTRACT / AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2020 by and between the TOWN OF TOWNSEND, a municipal organization duly organized under the laws of Massachusetts and having a place of operation at 272 Main Street, Townsend, Massachusetts, 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 and delivery of IT Support Services, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefore to the CONTRACTOR.

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

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation for Bid, Instructions to Bidders and the CONTRACTOR's Proposal. 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.
2. **THE WORK.** The Work consists of the scope as described within the Townsend Police TOWN's Request for Proposals.
3. **TERM OF CONTRACT.** This (1) one year Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof. The TOWN may, at its sole judgment, elect to extend the contract for up to two additional (1) one year terms.
4. **COMPENSATION.** The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total contract price \$_____.
5. **PAYMENT OF COMPENSATION.** The TOWN shall make payments within thirty (30) days after its receipt of Invoice(s).
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.

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.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain 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 follows:

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance as required by law.

B. All policies shall identify the TOWN as an additional insured (except 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 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 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.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

14. 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.

15. 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.

16. 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, 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.

17. 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.

18. 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.

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

For the TOWN OF TOWNSEND

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

Townsend Town Accountant

For the VENDOR:

(Signature)

(Name and Title