



**REQUEST FOR PROPOSAL**  
for  
**Website Contract Services**  
to be provided to the  
**TOWN OF DALTON**

*December 16, 2025*

**This request for proposal consists of 34 pages. Please verify that you have a complete copy.**

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# **Town of Dalton**

## **Request for Proposals for**

### **Town Website Services**

#### **I. Introduction and Overview of Proposal Submission Requirements**

The Town of Dalton (“the Town”) is seeking to engage a qualified municipal website firm (“the Proposer”) to assist with meeting its community engagement goals through implementing an intuitive, easily maintained and engagingly informative website that is ADA- and WCAG-compliant. While Dalton’s budget does not support entertainment-oriented design, we aim to incorporate proven features that enhance communication, transparency, and accessibility consistent with the those implemented by municipalities recognized by the **Massachusetts Municipal Association’s Municipal Website Awards** for their customer service, functionality, convenience, and openness.

This project is funded by the Town. The **Preferred Total Budget** is a cost under \$26,000, inclusive of all design, development, and support services from project launch through **June 30** of the fiscal year of launch. Please note that Dalton is not permitted to pay any expenses not incurred within a current fiscal year.

Proposers must demonstrate substantial qualifications, including:

- Extensive experience developing and hosting municipal websites preferably with Massachusetts municipalities
- A history of website implementations that have demonstrably increased community engagement
- Proven skill in collaborative project development, including facilitating discussions, guiding stakeholder decision-making, and working constructively with diverse municipal group.
- A demonstrated ability to translate community and staff input into practical design decisions and accessible user experiences

The Town reserves the right to solicit additional consulting services beyond the scope of this Request for Proposals (RFP) if it determines that doing so is in the Town’s best interest.

Proposals must be submitted in two (2) sealed envelopes:

- One envelope labeled **"Town Website Services – Without Pricing"** shall include all required technical materials **without including any pricing information**.
- The second envelope labeled **"Town Website Services –"** shall contain the complete proposal, including **Attachment B – Price Proposal Form**.

Proposers may correct, modify, or withdraw a proposal by submitting written notice to the Town prior to the proposal deadline. Any modifications must reference the original RFP and clearly indicate the specific sections of the proposal being revised.

All prices submitted must remain firm for ninety (90) calendar days from the proposal opening date.

The Town intends to award a contract within ninety (90) calendar days following the proposal opening. This period may be extended by mutual written agreement between the Town and the apparent successful Proposer.

Until a contract is awarded, the Town reserves the right to cancel this RFP or reject any or all proposals, in whole or in part, if it determines that such action is in the best interests of the Town.

**All proposals are due by 2 PM, Wednesday, February 25, 2026**

**II. General Information**

**A. Point of contact and issuing office:**

**Chief Procurement Officer**

Mr. Eric Anderson  
Town Manager  
Town of Dalton  
462 Main Street  
Dalton, MA 01226

Phone: (413) 684-1111 ext 201  
Fax: (413) 684-8440  
Email: EAnderson@dalton-ma.gov

**Ad Hoc Town Website Committee**

Thomas B. Irwin, Chair  
Town of Dalton  
462 Main Street  
Dalton, MA 01226

Phone: (518) 248-1140 (cell)  
Fax: (413) 684-8440  
Email: Stormwater@dalton-ma.gov

**B. Limits of Liability**

The Town of Dalton assumes no liability for any costs incurred by Proposers in preparing or submitting responses to this RFP, or in participating in any interviews, or providing additional information, or any other pre-contract activity.

**C. Questions**

All questions regarding this RFP must be submitted no later than **5:00 p.m. on Thursday, February 5, 2025**, to the Chief Procurement Officer (CPO) identified in Section IIA. Electronic (email) submission is acceptable. Each submission must include the date of submission, name of the individual posing the question, company name, mailing address, phone number, and e-mail address. Every effort will be made to provide responses within 2 business days of the question being asked.

All submitted questions and answers will be distributed by email to all parties who received the RFP. Proposers who prefer to receive responses, updates and addenda by fax, must notify the CPO by email and provide the fax number that should be used.

It is the Proposer's responsibility to perform due diligence. Failure to perform full due diligence does not relieve the Proposer from fulfilling project requirements.

#### **D. Amendments to this Request for Proposal**

The Town reserves the right to amend this RFP at any time prior to the proposal submission deadline. Any such amendments will be issued by an addendum and distributed to all recipients of the original RFP.

#### **E. Quality Requirements**

Proposers must meet all requirements of Section II.G and provide all services described in Section IV: Scope of Work. In addition:

- **Cost for Services:** Proposer must list project implementation costs, training costs, and site hosting/maintenance costs as separate prices.
- **Comparable Municipal Implementations:** Proposers must provide at least three (3) examples of municipalities currently using the same version of their product that the Proposer believes most closely represents the solution envisioned for Dalton.
- **Assessment of Current Website:** Proposers must submit an itemized list of key issues and weaknesses they identify in the existing Dalton website and describe how their proposed solution addresses each issue.
- **Experience and Stability:** Proposers must have been in the business of providing municipal website services for a minimum of three (3) years. In addition, the proposed Project Manager must have completed at least three (3) projects of comparable size and scope and have a minimum of five (5) years of relevant experience.
- **Recent Comparable Contracts:** Proposers must submit references for all, but not more than ten (10), contracts performed within the past two (2) years that are similar in size and scope to this project. Preference is for projects completed in Massachusetts or an adjoining state. Please include client name, contact names, telephone numbers, email addresses, location addresses, project name, services provided and dates of service.
- **Project Management Qualifications:** The proposed Project Manager must have successfully completed at least five (5) projects of comparable size and scope and have a minimum of five (5) years of directly relevant experience.
- **Staffing Plan:** Proposers must submit a staffing plan listing the name, title or position, and specific role of each individual who will contribute substantially to the project. A current résumé must be included for each team member listed.
- **Statutory Compliance:** All proposals must comply with the provisions of M.G.L. Chapter 30, Section 39M. Prevailing wages apply as indicated in **Attachment D**.
- **Website hosting:** Proposers must as part of this contract include website hosting under this agreement from the date the website goes live through to June 30, 2026. **The pricing** for this service must be separated from the website upgrade costs under this bid and must be invoiced separately from website upgrade work. Proposers must quote the annual hosting fee(s) and a pro-rated fee from the go live date to end FY26 (please refer to the bid form, below).

## **F. Solicitation Process**

This procurement will follow a multi-phase evaluation process:

### **Phase One – Technical Proposal Submission:**

Proposers must submit five (5) copies each of separate sealed “priced” and “non-priced” proposals in (2) separate envelopes clearly marked “Town Website Services Proposal – **Complete Proposal**”, including pricing Attachment B, and “Town Website Services Proposal - **Without Pricing**”.

All prices submitted in response to this RFP must remain firm for ninety (90) days after bid opening.

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

### **Phase Two – Evaluation and Shortlisting:**

An Evaluation Committee will review and rank the technical proposals based on the criteria set forth in Section VI – **Evaluation Criteria**. A shortlist of Proposers will be selected for further consideration. At the Town’s discretion, this phase may include interviews.

As part of the evaluation process, the Town may conduct due diligence on Proposers, including but not limited to an assessment of qualifications, financial stability, project approach, proposed timeline, and the quality of personnel and materials.

### **Phase Three – Selection and Contract Award:**

Following completion of the proposal evaluation process, the Town will select the Proposer deemed most advantageous. The proposed contract amount of the selected firm will be used to prepare a Warrant Article for funding consideration at the Annual Town Meeting, scheduled for May 4, 2026. It is anticipated that funding will be provided through a transfer from the Town’s Free Cash Account.

Award of the contract is contingent upon approval of funding by Dalton residents at the Annual Town Meeting. The contract must also be approved by the Select Board and the Chief Procurement Officer. No work may commence until all necessary approvals are secured and the contract has been fully executed.

**Special Note:** The Town reserves the right, in its sole discretion, to terminate contract negotiations with any Proposer, with or without cause, at any time prior to execution of the final agreement if deemed in the Town’s best interest.

## **G. Conditions of Award**

To be eligible for award, the Proposer must submit the following with their proposal:

- A signed **Certificate of Non-Collusion** (Attachment A),
- A signed **Tax Compliance Certification** (Attachment A),
- Documentation of required **insurance coverage** (Attachment C).

It is the Town's intent to award the contract to the most responsive and responsible Proposer whose submission best meets the criteria outlined in this RFP. The Town reserves the exclusive right to determine which proposal best serves its interests.

Proposal pricing must remain firm throughout the term of the contract.

Any successful Proposer shall indemnify and hold harmless the Town of Dalton, its employees and agents, and any successors or assigns, to the limit of the fiduciary Liability Insurance coverage required, from any and all claims, judgments, fines, or costs of defense (including attorney's fees) arising out of or as a result of or in connection with his/her performance of his/her obligations under the contract for services, including any nonfeasance, misfeasance, or malfeasance; or arising out of or as a result of the breach of any representation or warranty given by the contractor. This indemnification and hold harmless clause shall survive the expiration or termination of the contract.

## **H. Proposed schedule and target dates:**

Proposer Question Period Closes .....	5:00PM, February 5, 2026
Final Question Responses Issue Date.....	5:00PM, February 12, 2026
Proposals Due .....	2:00 PM, February 25, 2026
Proposal Opening.....	5:00 PM, February 25, 2026
Estimated Contract Award Date .....	May 19, 2026
Estimated Contract Commencement Date .....	on execution of contract
Required Project Completion Date .....	December 31, 2026

## **I. Additional Information**

Proposals will be considered only from Proposers who can demonstrate financial stability and sufficient resources to successfully complete and manage the project. The Town reserves the sole right to determine whether a Proposer meets these standards.

The Town may request additional information during the review process. Failure to respond promptly to such requests may render the proposal being considered incomplete.

The Town of Dalton reserves the right to:

- Reject any and all proposals, in whole or in part
- Waive any technicalities or informalities
- Cancel or amend the RFP at any time prior to the proposal deadline
- Clarify ambiguous language arising from clerical errors.

After proposal opening, no changes may be made that would give one Proposer a competitive advantage over another. If a mistake is clearly evident on the face of the proposal, the Town may correct the mistake and notify the Proposer in writing; however, the Proposer may not withdraw the proposal.

### **III. Dalton Community Profile and Background**

Located in central Berkshire County, Dalton is a community of approximately **6,200 residents** with a proud industrial heritage rooted in papermaking, continuing today as the producer of paper used for U.S. currency. Our population is diverse and engaged: 40% hold a bachelor's degree or higher, **36%** qualify as an Environmental Justice Population with household incomes at or below 65% of the state median, and roughly one-quarter of residents are over age **65**. These demographics underscore the town's need for a clear, inclusive, and accessible online platform that effectively serves all residents.

Dalton's municipal organization includes **11** departments and approximately **40** committees. The website will include pages for each of these departments and committees. Each department and the 5 or 6 committees with frequent webpage updates will manage and edit its own content. Dalton prefers this distributed management approach to avoid needing additional website support staffing.

### **IV. Scope of Work – Town of Dalton Website Services (Revised Draft)**

The Town of Dalton seeks a qualified and collaborative Proposer to design, implement, host, and support a new municipal website. The selected Proposer will work closely with Dalton staff and committee members to develop a modern, accessible, intuitive, and secure website that strengthens resident engagement, simplifies access to Town services, and provides a sustainable platform for future growth. The Town values an approach that emphasizes thoughtful collaboration, clear communication, and a shared focus on long-term community benefit.

The scope of work under this contract for the proposed website platform should include but is not limited to the following capabilities:

- Browser-based CMS accessible without special software.
- Simple WYSIWYG tools enabling staff to update pages easily, while preventing edits that may affect site performance or functionality.
- Role-based permissions supporting different levels of staff access.
- Version history and rollback capabilities.
- Ability, if needed, to link to third-party applications (e.g., PastPerfect, MyTownGovernment) and to municipal, state, or commercial websites.
- Clearly accessible website-usage metrics, including at minimum those in Appendix A, with an ability to download the information in either Excel, MSWord, or other editable format.
- Support for structured content templates to promote consistency across departments and committees.



**A. Content Management System (CMS)**

**a. Accessibility Standards**

1. Full ADA / WCAG 2.2 compliance, and WCAG 3.0 compliance if released before project completion.
2. Final website must report **zero ADA/WCAG errors** when evaluated by AudioEye, UserWay, or equivalent tools.
3. ***Support for automated accessibility checking within the CMS editing interface.***

**b. Design & Usability**

1. Mobile-responsive design that provides full functionality across phones, tablets, and desktops.
2. Clear, intuitive navigation and effective, intelligent search tools.
3. Branding consistent with the Town's identity.
4. Page layouts that ensure left-hand navigation menus persist for departments and committees, with content displayed in a clearly legible main viewing area.

**B. Resident Services & Transactions**

1. Links to existing 3<sup>rd</sup> party software, including Unipay, Permit Applications Package, Package used by Dalton's Transfer Station.
2. Support for residents to submit service requests; concerns & comments; or emergency situations such as toxic substance spills
3. Support for town to generate push notifications and emergency alerts. Optimally a single push notification would communicate with the Town Facebook page, generate a notice on the Town website, and generate email/text notices for all residents signed up for such notices. This push notification system would have tracking of all edits.

**C. GIS Integration**

1. Ability to embed read-only ArcGIS or other GIS data layers, including Assessors' property maps and multi-layered stormwater and sanitary sewer maps.
2. Interactive map features (zoom, layers, search).
3. Capacity/ability for future expansion of map-based resident tools (e.g., plow routes, construction zones, tree inventory).

**D. Meetings & Public Records Access**

1. Integration with MyTownGovernment for agendas, minutes, and meeting schedules.
2. Preferably includes reminders and/or notifications.
3. Document center with search, filtering, and archival capability.
4. Optional but desirable: public records request functionality.
5. Support for video or embedded meeting recordings when available.

**E. Resident Engagement Tools**

1. Subscription services ("Notify Me" or equivalent) enabling alerts about updates (news, emergency notifications, calendars, board updates).
2. Email/SMS integration for push notifications.

3. Social media integration with Facebook, Instagram, and other platforms. The exception will be the Snapchat or similar social media platforms that do not have indefinite retention times.
4. FAQ page with searchable topics.
5. Clear left-navigation menus for department/committee pages, with content displayed in a main right-hand field.
6. Ability for community members to submit urgent safety or code-violation concerns (e.g., SeeClickFix-style tool).
7. Availability of optional modules that support engagement dashboards, surveys, polls, or participatory decision-making tools.

#### **F. Additional Suggested Enhancements**

1. Proposers are welcome to recommend additional features or enhancements not listed above that could improve accessibility, resident engagement, or user satisfaction. Any such items must be clearly identified, described, and priced separately.
2. Proposers may also suggest cost-reducing alternatives, each accompanied by a note describing how the substitution might affect resident engagement or functionality.

#### **G. Technical & Security Requirements**

1. Secure, cloud-based hosting environment or equivalent.
2. SSL certificates and HTTPS enforced across all pages (SSL certificate provided separately by Dalton).
3. Compliance with Massachusetts laws regarding public records and data-security requirements.
4. Minimum 99.9% uptime guarantee.
5. Regular backups and a written disaster-recovery plan.
6. Designated Town-based local administrator able to set and remove CMS access.
7. Dual-authentication for all password access is strongly preferred.
8. Support for periodic security audits and vulnerability scanning.

#### **H. Training & Support**

1. Initial training for designated departmental and committee staff on CMS and website features.
2. Training materials such as manuals, videos, or online resources.
  - Particularly desirable: a manual covering how to make allowed edits, changes to images, text, links, menus, and other editable elements.
3. Ongoing vendor support with defined response times (e.g., < 4 hours for critical issues).
  - The Police Department may require immediate support; the Town will discuss expectations during vendor meetings.
4. Dedicated account manager or support contact.

## **V. Proposed Project Implementation Approach**

The Town of Dalton anticipates a structured, collaborative process consisting of three primary phases. These phases are designed to ensure that the new municipal website is developed thoughtfully, tested thoroughly, and launched smoothly. Each phase builds on the work completed in the previous one, with Phase One establishing the strategic and design foundation, Phase Two focusing on careful construction and content preparation, and Phase Three ensuring a coordinated, high-quality launch.

Throughout all phases, the Town and the selected vendor will work as partners, communicating regularly, sharing insights, and confirming that the evolving website reflects the needs of Dalton’s residents, businesses, staff, and elected bodies. This phased approach is intended both to guide the vendor’s work and to provide clarity to all stakeholders as the project progresses from concept to launch.

### **Phase One — Website Design Development and Approval**

1. Work collaboratively with Dalton to develop 3–5 initial design concepts and then provide an accessible way to share interactive previews of those concepts so Dalton staff and residents can explore them and help identify the preferred option.
2. Discuss with Dalton how site layout, branding, navigation, and search functions can be optimized to demonstrate to residents that their involvement is meaningful; to effectively present the Town’s goals, issues, and accomplishments; and, thereby, to strengthen community engagement and participation in local decision-making. Ultimately, our efforts should be measurable through a sustained, multi-year trend of increasing resident involvement in activities such as Annual Town Meetings, Select Board meetings, and participation on — or constructive engagement with — volunteer committees.
3. Discuss with Dalton which portions—if not all—of the existing data, records, and content should be migrated to the new website, and review how that information will be organized and accessed in the new system.

### **Phase Two — Offline Preparation of the New Website**

1. Migrate the agreed-upon content, functions, and features from the existing Dalton municipal website into the new platform, ensuring accuracy, completeness, and consistency with Phase One decisions.
2. Provide a WYSIWYG editing environment for designated volunteers and Town staff to review and update offline content. This environment should be intuitive and at least as easy to use as WPBakery’s frontend editor, and should include an approval workflow prior to content going live.
3. Ensure the offline site supports comprehensive search capability across all content, including bylaws, governing documents, calendars, reports, minutes, studies, and other records—whether hosted locally or presented via iframe from external sources.
4. Confirm that all links to external sites open in a new browser tab to preserve user orientation and prevent navigation away from the Dalton website. (Certain critical third-party services—such as MyTownGovernment or billing portals—may be presented as iframe elements to maintain a consistent user experience.)

5. Confirm that the website operates effectively and consistently across mobile, tablet, and desktop devices, with all features, layouts, and functions performing as intended.

### **Phase Three — Launch of the New Website**

1. On the go-live date, provide a qualified vendor representative who will work collaboratively with a designated Dalton staff member to test each major function of the live site and confirm that all features are operating as expected.
2. Make available a dedicated vendor resource during the first three working days after launch to promptly address any issues or corrections identified during initial use of the new site.

### **VI. Proposal Evaluation Criteria**

Finalist selection will be conducted by a Selection Committee and based on the criteria below. Proposals will be rated as: **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**, depending on the degree to which they meet the evaluation standards.

References may be checked, and applicants may be invited to interview during the selection process.

Each proposal should directly and clearly address the following evaluation criteria for **each service item** included in the proposal:

- a) **Proposal is written with concise well thought out comments that provide the information the committee requires to determine the optimal, cost-effective features that will significantly improve Dalton's public outreach and engagement.**

#### **Highly Advantageous**

- Presented proposal has concise well thought-out comments throughout the submitted proposal. Sections of proposal align perfectly with the Scope of Work and all quality requirements were addressed as requested.
- Few or no grammatical, typographical, or analytical errors.

#### **Advantageous**

- Presented proposal has concise well thought-out comments throughout most of the submitted proposal. Most sections of proposal align with the Scope of Work and all quality requirements were addressed as requested.
- Minor grammatical, typographical, or analytical errors that do not hinder comprehension.

#### **Not Advantageous**

- Presented proposal has concise comments throughout most of the submitted proposal. Most sections of proposal align with the Scope of Work and all but quality requirements except for 1 were addressed as requested.
- Multiple grammatical, typographical, or analytical errors affect the clarity of document.

#### **Unacceptable**

- Presented proposal comments in the submitted proposal were either not concise or well thought-out. Several sections of proposal do not align with the Scope of Work, and more than 1 quality requirements was not addressed as requested.

**b) Quality of websites constructed for similar communities**

**Highly Advantageous:**

- All 3 example sites provided by Proposer are for communities similar in size to Dalton, and websites provide examples of websites that are attractive, and have most or all the features noted in Dalton's Scope of Work.

**Advantageous:**

- Two example sites provided by Proposer are for communities similar in size to Dalton, and websites provide examples of websites that are attractive, and have most or all the features noted in Dalton's Scope of Work. The third site is significantly different in size or is missing several features noted in Dalton's Scope of Work.

**Not Advantageous:**

- Only one example website provided by Proposer is for a community similar in size to Dalton, and websites provide examples of a site that is attractive and has most or all the features noted in Dalton's Scope of Work. The remaining two websites are significantly different in size or are missing several features noted in Dalton's Scope of Work.

**Unacceptable:**

- All 3 example websites provided by Proposer are for communities either not similar in size to Dalton, and or are missing several features noted in Dalton's Scope of Work.

**c) Quality of Proposers list of existing Dalton website weaknesses and concise well thought-out explanations accompanying proposed fixes**

**Highly Advantageous:**

- Proposer has noted all the issues identified by other proposers and has concise, well-thought-out explanations for each proposed fix.

**Advantageous:**

- Proposer has noted all the issues that all other proposers have noted and has explanations that are fairly concise and fairly well thought-out.

**Not Advantageous:**

- Proposer has all but 1 or 2 issues that all other proposers have noted and most explanations are reasonably concise and well thought-out

**Unacceptable:**

- Proposer has a list missing 3 or more issues and/or explanations that are not clear or well thought-out.

**d) Qualifications and Experience of Project Team**

**Highly Advantageous:**

- Proposal clearly identifies all key team members, their roles, and time commitments.
- All staff and subcontractor resumes show appropriate qualifications and experience.
- Staffing levels are well matched to project needs, and a clear, realistic schedule is presented.

**Advantageous:**

- Most team members, roles, and time commitments are identified.
- Staff resumes show qualifications that are generally appropriate, and staffing appears sufficient for project needs.

**Not Advantageous:**

- Staffing plan lacks detail or omits key information.
- Time commitments are unclear, and proposed staffing may be insufficient for the scope.

**Unacceptable:**

- Staffing plan does not demonstrate the capacity to successfully complete the project.

**e) Communication Skills (Written Proposal)**

**Highly Advantageous:**

- Proposal is clear, well-organized, and easily understood by both technical and non-technical audiences.
- Few or no grammatical, typographical, or analytical errors.

**Advantageous:**

- Proposal is generally clear and understandable, with minor errors that do not hinder comprehension.

**Not Advantageous:**

- Proposal is difficult to follow, overly technical, or poorly organized.
- Multiple errors affect the clarity of the document.

**Unacceptable:**

- Proposal does not demonstrate the communication skills necessary to successfully perform the work.

**f) Response to Scope of Work and Project Understanding**

**Highly Advantageous:**

- Demonstrates a strong understanding of the project and all scope elements.
- Offers a comprehensive, logical, and efficient plan with realistic timelines.
- Addresses project unknowns and contingencies.
- Identifies and proposes appropriate additions or improvements to the Scope of Work.

**Advantageous:**

- Demonstrates a good understanding of the project.
- Plan is reasonable and addresses all major components.
- Identifies minor additions or refinements to the Scope of Work, where warranted.

**Not Advantageous:**

- Understanding of the project is general and lacks specificity.
- Plan of services is incomplete or insufficiently detailed.

**Unacceptable:**

- Proposal lacks a viable project approach or does not adequately address the required tasks.

**g) Results of Reference Checks**

**Highly Advantageous:**

- All references indicate the Proposer and key personnel have successfully completed similar projects on time and within budget.

**Advantageous:**

- Most references are positive, with one noting minor issues related to schedule or budget.

**Not Advantageous:**

- References reveal concerns about experience, timeliness, or budget control.
- Two references noted issues with project delivery.

**Unacceptable:**

- References do not support Proposer's qualifications or indicate poor performance on past projects.

**h) Quality of Interview (if conducted)**

**Highly Advantageous:**

- Key project personnel, including the Project Manager, participated and demonstrated strong communication skills, technical expertise, and a thorough understanding of the project and required services.

**Advantageous:**

- Key personnel participated and demonstrated adequate understanding and qualifications.

**Not Advantageous:**

- Interview responses were unclear, incomplete, or showed limited knowledge of the scope.

**Unacceptable:**

- Interview did not demonstrate that the team has the skills or understanding necessary to complete the project successfully.



## **ATTACHMENT A**

### **Town of Dalton**

#### **REQUEST FOR PROPOSALS FOR TOWN WEBSITE SERVICES**

#### **Certificate of Non-Collusion**

Under Massachusetts General Laws Ch. 30B, Sec. 10 the following Certification must be provided:

“The undersigned certifies under penalties of perjury that this proposal 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.”

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City/Town, State, Zip

Date: \_\_\_\_\_

**Town of Dalton**

**REQUEST FOR PROPOSALS FOR TOWN WEBSITE SERVICES**

**Certificate of Tax Compliance**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named Proposer, do hereby certify under the pains and penalties of perjury that said Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

**ATTACHMENT B**  
**Proposal Pricing Sheet**

**TOWN WEBSITE SERVICES**

Please indicate price proposal in numbers:

1. Website Implementation	\$
2. Training Cost	\$
3. Support Cost through June 30, 2027	\$
4. Additional Items	\$
<b>Total Proposal Cost:</b>	\$

Print/Type your total proposal amount in written form:

---

---

Name of Proposer organization

---

Printed name of person signing proposal

---

Signature of person signing proposal

---

Title

---

Date

---

Address

**Hourly Rates**

a. Program Manager	\$
b. CMS Implementation Specialist	\$
c. Website Designer	\$
d. Content Migration Specialist	\$
e. Training Specialist	\$

## **ATTACHMENT C**

### **INSURANCE REQUIREMENTS**

1. The Proposer shall purchase and maintain such insurance as will protect the Proposer from claims set forth below which may arise out of or result from the Proposer's operations under the Contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
  - 1.1 Claims under Worker's Compensation, disability benefit, and other similar employee benefit acts;
  - 1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
  - 1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than its employees, and claims insured by usual person injury liability coverage; and
  - 1.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
  - 1.5 Claims arising from professional negligence, errors, or omissions.
2. The insurance required by the above shall be written for not less than the following minimum limits of liability:

Comprehensive liability, including bodily and personal injury, property damage, and contractual liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Automobile comprehensive liability to include owned, hired, and non-owned vehicles and equipment	\$1,000,000 per occurrence \$3,000,000 aggregate
Excess liability (umbrella coverage)	As needed to provide a minimum of \$5,000,000 per occurrence coverage listed above.
Errors and Omissions (Professional Liability)	\$500,000 per occurrence

In addition, during the entire Contract Period, the Contractor, at its own expense, shall maintain for its employees all Workers Compensation coverage required by Massachusetts Law.

3. The above insurance policies shall also be subject to the following requirements:
  - 3.1 Certificates of Insurance acceptable to the Town shall be addressed to and filed with the Town prior to commencement of work. Renewal certificate shall be addressed to and filed with the Town at least ten (10) days prior to the expiration date of required policies.
  - 3.2 No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the attachment of any restrictive amendment to the policies.
  - 3.3 All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing, in particular, those insured, the extent of the coverage, the location, and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
  - 3.4 All premium costs shall be included in the Contractor's proposed cost quote.

## ATTACHMENT D PREVAILING WAGE SHEETS



MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

Awarding Authority: Town of Dalton

Contract Number:

City/Town: DALTON

Description of Work: Oversee all aspects of installation and operation of two EV charging stations. Prepare and submit necessary application to the Massachusetts Eversource Electric Vehicle Charging Rebate Program.

Job Location: 400 Main Street, Dalton, MA 01226

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c. 149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6933.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3463.

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Issue Date: 05/25/2023

Wage Request Number: 20230525-067

## ATTACHMENT E

### EVALUATION WORKSHEET FOR TOWN WEBSITE SERVICES

PROPOSER: \_\_\_\_\_

SERVICES PROPOSED: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

#### Rating Key

- **HA – Highly Advantageous:** Proposal significantly exceeds the evaluation standard.
- **AD – Advantageous:** Proposal meets the evaluation standard.
- **NA – Not Advantageous:** Proposal does not fully meet the standard or lacks clarity/detail.
- **UA – Unacceptable:** Proposal does not meet the standard.

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#### Selection Criteria (as defined in RFP)

##### a) Quality of websites for Similar Communities

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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##### b) Quality of List of existing Dalton Website Issues and Proposed Improvements

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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##### c) Qualifications and Experience of Project Team

(Education, certifications, and relevant project experience.)

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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**d) Communication Skills**

(Clarity, organization, and ability to explain technical topics to varied audiences.)

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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**e) Response to Scope of Work Requirements**

(Understanding of project, work plan credibility, timeframes, and contingency planning.)

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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**f) Reference Checks**

(Quality of past performance, similar project experience, and client satisfaction.)

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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**g) Interview Performance (if applicable)**

(Team readiness, understanding of project scope, and clarity in presentation.)

☐ HA    ☐ AD    ☐ NA    ☐ UA

**Comments:**

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## **ATTACHMENT F**

### **Sample Contract**

Please find the Town's standard contract below, which the winning Proposer will be expected to sign.

#### **OWNER – CONTRACTOR AGREEMENT FOR PUBLIC BUILDING CONSTRUCTION OR RENOVATION**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand and \_\_\_\_\_, between \_\_\_\_\_, with a usual  
place of business at \_\_\_\_\_, hereinafter called the  
CONTRACTOR, and the Town of \_\_\_\_\_, acting by its \_\_\_\_\_, with a usual place  
of business at \_\_\_\_\_ Street, \_\_\_\_\_, MA \_\_\_\_\_, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the \_\_\_\_\_ Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \_\_\_\_\_.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before \_\_\_\_\_.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of

any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \_\_\_\_\_ per day.

4. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the proposals are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order

and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There \_\_\_\_\_ is \_\_\_\_\_ is not a project architect-engineer for this project who is \_\_\_\_\_. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Owner with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.

3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.



E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit proposal prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Owner or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

[Remainder of page intentionally blank.]



10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to submit Proposal  
Instructions to Proposers  
This Contract Form  
Proposal Form  
Labor & Materials Payment Bond (50%)  
Non-Collusion Certificate  
Tax Compliance Certificate  
Clerk's Certificate of Corporate Vote  
Certificate of Insurance  
General Conditions  
Supplementary General Conditions  
General Requirements  
Specifications and Addenda  
Contract Drawings  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof

by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 2 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- 3 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 4 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 5 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- 6 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 7 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
- 8 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workers' Compensation, all liability coverage shall name the Owner as an additional insured and shall provide for 30 days prior written notice to the Owner of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

[Remainder of page intentionally blank.]

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:  
**TOWN OF \_\_\_\_\_, MASSACHUSETTS**  
(Owner)

By its \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and State)

Approved as to Form:

By \_\_\_\_\_  
(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the \_\_\_\_\_ has been authorized to execute the contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)

\_\_\_\_\_  
(Name)

725261/KOPE/0003