

**TOWN OF WESTFORD
REQUEST FOR PROPOSALS
FOR
TOWN AND SCHOOL
FACILITIES AND PROCEDURES
SECURITY RISK ASSESSMENT**



**Town of Westford
Town Manager's Office
55 Main Street
Westford, MA 01886
westfordma.gov/procurement**

**PROPOSAL SUBMITTAL DEADLINE:
November 27, 2018 at 11:00 AM**

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I. INTRODUCTION AND OBJECTIVE

The Town of Westford is a strong community with excellent schools. Westford school buildings not only provide the location for education, but also host many community programs. Westford Municipal buildings provide a number of services to Westford residents. A safe environment is integral to maintaining Westford Public Schools and Municipal operations. The Town requests proposals from qualified consultants to conduct a complete Facilities and Procedures Security Risk Assessment of Westford Public Schools and identified Westford Municipal buildings.

II. INSTRUCTIONS TO BIDDERS

Proposers should submit all information necessary for the Town of Westford to determine that the proposal meets the minimum criteria (detailed below) and to allow the Town of Westford to effectively evaluate the proposal using the comparative criteria listed below.

Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all proposals should the Town deem it to be in the Town's best interest to do so.

III. FUNDING AVAILABILITY

There is funding available for this project and the vendor's qualifications and price will be factors in the selection process.

IV. QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION

Any questions must be submitted in writing to Jodi Ross, Town Manager, at jross@westfordma.gov by November 16, 2018 at 4:00 PM. If there are substantive answers provided they will be sent out by email to all registered requesters for proposal receipts in the form of an addendum.

V. RULE OF AWARD

The town will select the responsive and responsible consultant submitting the most advantageous proposal, taking into consideration the consultant's experience, staff capacity, references and plan for providing the services, as well as the proposal price.

The Town of Westford may cancel this Proposal or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

VI. SCOPE OF SERVICES AND DELIVERABLES

In accordance with M.G.L. Chapter 30B, the town is soliciting proposals for the following scope of work: A complete assessment of security and risks associated with Westford Public Schools, identified Municipal buildings, and Nashoba Valley Technical High School (Alternate #1) (see Appendix A for a complete listing of buildings, Appendix B is a map showing building locations). The purpose of this assessment is to identify gaps and barriers in our existing town and school buildings, and our procedures, and to offer specific recommendations to further enhance the safety and wellness of staff, students, and

residents. The selected applicant will be expected to work closely with Town and School staff, Police and Fire personnel, School Committee, Board of Selectmen, Board of Health, and the Town and School Safety Task Force throughout the entire process, including attendance at meetings, progress reports, a draft report to review, and a final report that incorporates feedback. The assessment shall include the following deliverables to the town:

- Evaluate Public Safety policies and guidelines as applied to town and school buildings.
- Develop best practices for facility security in our town and school buildings, to include interior and exterior access controls of schools and certain town buildings, including entrance screening, staff protocols for visits, facility before/after hours security measures based on appropriate threat assessment
- Identify best practice strategy for police presence (including role and number of School Resource Officers) at our various schools
- Review of our current tools, policies, and procedures for alerting our staff of an individual displaying a risk of harming him/herself or others
- Review of our current threat response strategies and practices and identification for opportunities for improvement
- Evaluate documentation and training of security/safety procedures, including crisis plans and procedures, specific evacuation and reunification plans, and suggest opportunities for improvement
- Provide recommendations of best practices for appropriate screening and background checks for town and school employees, including temporary workers and volunteers
- Assess our town's ability to avert and respond to a security emergency within our buildings, such as an active shooter, threats made to the building security, an act of workplace violence, mass casualty, and a HAZMAT emergency
- Create geofence infrastructure to monitor social media for key terms to allow for early intervention
- Assess current procedures to make notifications of a breach in security or building emergency. Notifications, both internal and external, to Town and School leadership, Town residents and the public shall be addressed
- Provide recommendations for equipment to ensure a safe work and school environment (e.g.

cameras, identification cards, card readers, etc.)

- Provide cost estimates for each recommendation
- Conduct presentations to joint Board of Selectmen, School Committee, Board of Health meetings, two community-wide meetings, and Town Meeting (if requested by Town and School Safety Task Force)
- Provide recommendations for ongoing community education on the resources, programs and practices already in place or selected for implementation

VII. TIMELINE FOR SOLICITATION & DELIVERABLES

All meetings will be held in the Selectmen's meeting room, Town Hall, 55 Main Street Westford, MA 01886, unless otherwise stated

Release date for RFP – November 5, 2018

Mandatory pre-proposal meeting – November 14, 2018 at 10:00 AM

Deadline for questions – November 16, 2018 at 4:00 PM

Proposal due date – November 27, 2018 at 11:00 AM

Contract award – December 11, 2018

Preliminary assessment report to task force – January 23, 2019 at 10:00 AM

Target date for presentation to joint boards – February 12, 2019 at 7:30 PM

Final report due – March 11, 2019 at 4:00 PM

Presentation to task force – March 13, 2019 at 10:00 AM

VIII. MONITORING

Westford will engage in monitoring activities to ensure that activities outlined in the contract are being executed in a timely manner and at the level of quality expected. Some of these activities may include:

a) Site visits to observe, evaluate, and document activities, b) Review of reports or other deliverables.

The selected applicant will be required to participate in all relevant monitoring and evaluation activities.

If, during monitoring activities, it is discovered that the selected applicant is not fulfilling the obligations stated in the contract resulting from this RFP, a Corrective Action Plan may be required, with additional follow-up monitoring to ensure requirements are being met.

IX. INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations

under this contract whether such operation by himself or by anyone directly or indirectly employed by him/her.

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".

Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".

Workers' Compensation Insurance as required by law.

Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.

Coverage requirements can be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the Commonwealth of Massachusetts.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

All liability policies (including any excess policies used to meet coverage requirements) shall include the town of Westford, Massachusetts as named Additional Insureds. The contractor's insurance shall be primary in the event of a loss. The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the town of Westford's general supervision of the contractor. Town of Westford shall be listed as a Certificate Holder. The town shall be identified as follows:

Town of Westford
55 Main Street
Westford, MA 01886

X. PROPOSAL SUBMISSION REQUIREMENTS

Proposals received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).

If, at the time of the scheduled due date, the Westford Town Hall is closed due to uncontrolled events such as fire, wind, snow, or building evacuation, the proposal due date will be postponed until 12:00 noon on the next normal business day.

Proposals will be opened in the presence of one or more witnesses and registered in accordance with Massachusetts General Law Chapter 30B. Proposals shall not be publicly opened.

Proposals must be submitted on both a flash drive and by hard copy.

Proposals must not be in binders and will not have any binding or staples in them. Paper clips and clamps are acceptable.

There will be two parts of Proposals for this project will be broken into two (2) sections: The Technical Proposal and the Price Proposal.

Each proposer shall submit **one original copy and 5 copies of the Technical Proposal and Price Proposal**, which shall be signed by an authorized representative of the proposer. The proposals shall be in separate envelopes.

XI. CONTRACTOR SELECTION PROCESS

➤ QUALITY REQUIREMENTS

The following quality requirements are considered the *minimum criteria* for consideration:

- Written evidence of the firm's capability to successfully complete the project, including a description of the firm's familiarity and expertise in security assessments;
- Written evidence of the firm's capability in establishing preventative measures in response to building security risks;
- A brief description of the approach and/or manner in which the provider will fulfill the Scope of Services as outlined in this RFP and a proposed timetable for project completion, specifically addressing:
 - The process used to make security & risk assessments;
 - Experience implementing plans
- Names and resumes of all personnel who will be assigned to this project;
- Name and statement of qualifications of the individual to be assigned as project manager and primary contact person;

- A description of the specific role and responsibility to be undertaken by each individual in order to complete the project, including the amount of time expected to be devoted to the project by each;
- A list of similar projects completed within the past five (5) years, including contact name and telephone number and brief description of scope of work/services performed. The list must specifically identify projects for town and school buildings. The Town of Westford is to have express permission to contact these previous clients either by telephone, in person or by written correspondence;
- Submission of Price Proposal Sheet properly completed by proposer;
- Ability to complete a Criminal Offender Record Information (CORI) and fingerprinting for each employee of the consulting firm before work commences (if required by town);
- Executed proposal documents.

➤ COMPARATIVE EVALUATION CRITERIA

The *comparative evaluation criteria* will be as follows:

- **The firm's prior years of experience in conducting Security Assessments for town and school buildings.**
 - 5 or more years of such experience – *Highly Advantageous*
 - 3 or more years of such experience – *Advantageous*
 - Less than 1 year of such experience – *Disadvantageous*

- **Completeness and appropriateness of the examples of previous assessments conducted. Describe competencies evaluated. Specifically, identify what was assessed, how it was assessed, and outcomes**
 - The examples ensured a wide variety of specific procedures were established reflective of an understanding of challenges faced by public buildings – *Highly Advantageous*
 - The examples were reflective of an understanding of the public building challenges presented in a community of Westford's demographics – *Advantageous*
 - The examples did not reflect a wide variety of established procedures, and/or were not reflective of an understanding of the public building challenges – *Disadvantageous*

- **The firm's experience implementing Security Assessment recommendations for public buildings**
 - Experience implementing and testing preventative security measures – *Highly Advantageous*
 - Experience implementing preventative security measures – *Advantageous*
 - No experience implementing recommendations – *Disadvantageous*

- **The firm's experience developing and conducting training to increase security and lower risk**
 - At least 5 years of experience in offering training to staff in various formats (i.e. live instruction, train-the-trainer, web-based training, etc.). – *Highly Advantageous*
 - Ability to offer training to staff in various formats (i.e. live instruction, train-the-trainer, web-based training, etc.). – *Advantageous*
 - Less than 1 year of such experience – *Disadvantageous*

- **Ability to promptly begin work on the assignment and complete all tasks in a timely manner**
 - Timeline indicates the ability to commence work on the assignment immediately after notification to proceed – *Highly Advantageous*
 - Timeline indicates the ability to commence work on the assignment shortly after notification to proceed, and to complete all tasks expeditiously – *Advantageous*
 - Timeline indicates that there will be a delay in commencing work on the assignment and/or that all tasks cannot be completed expeditiously – *Disadvantageous*

- **References from previous clients**
 - Favorable references from previous school *and* municipal clients with respect to similar completed projects. *Highly Advantageous*
 - Favorable references from previous school *or* municipal clients with respect to similar completed projects. *Advantageous*
 - Unfavorable references from previous municipal clients with respect to similar completed projects. *Disadvantageous*

- **References indicate demonstrated flexibility and responsiveness in approach to the task**
 - Demonstrated flexibility and responsiveness to complete all tasks expeditiously – *Advantageous*
 - Demonstrated inflexibility and/or delays in commencing work on the assignment, lack of responsiveness to Town, and/or that all tasks cannot be completed expeditiously – *Disadvantageous*

PRICE PROPOSAL FORM

The price proposal form must be completed. The bid price for each item on the form shall be stated in figures. Pricing listed below shall include all expenses related to providing consulting services to the town (travel expenses, printing services, attendance/participation at meetings, subcontractors, etc.)

BASE BID	BID AMOUNT
TOTAL BASE BID	\$

BID ALTERNATES		
TASK	DESCRIPTION	BID AMOUNT
Alternate #1	Assessments at Nashoba Valley Technical High School	\$
TOTAL BID ALTERNATES		\$

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

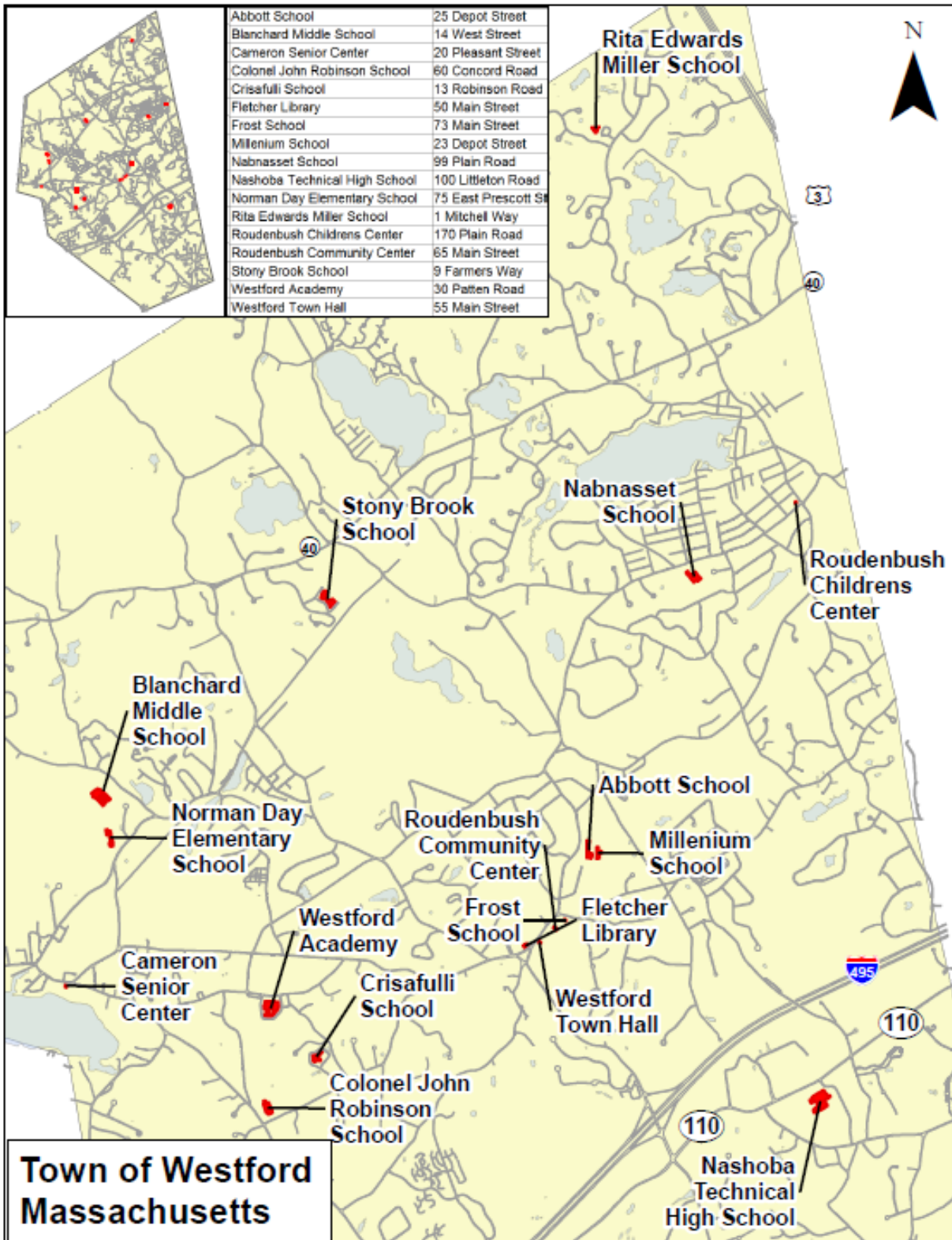
Business Phone Number

APPENDIX A
BUILDING INVENTORIES

Town of Westford Town and School Buildings	
Building	Address
JV Fletcher Library	50 Main Street
Town Hall	55 Main Street
Cameron Senior Center	20 Pleasant Street
Roudenbush Building	65 Main Street
Frost School	73 Main Street
Old Nab School	170 Plain Road
Westford Academy	30 Patten Road
Crisafulli School	13 Robinson Road
Miller School	1 Mitchell Way
Stony Brook School	9 Farmer Way
Abbot School	25 Depot Street
Millennium School	23 Depot Street
Day School	75 East Prescott St.
Blanchard School	14 West Street
Robinson School	60 Concord Road
Nabnasset School	99 Plain Road

Regional School District Buildings (Alternate)	
Building	Address
Nashoba Technical High School	100 Littleton Road

APPENDIX B MAP OF BUILDING LOCATIONS



CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Company)
held on _____ at which all the Directors were present or waived notice, it
(Date)
was voted that _____ of this company be and hereby is authorized
(Officer and Title)
to execute contracts and bonds in the name and behalf of said company, and affix its
corporate seal thereto, and such execution of any contract of obligation in this company's
name on its behalf of such _____ under the seal of the company, shall
(Officer)
be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
That _____ is the duly elected _____ of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____
(Corporate Seal)

MASSACHUSETTS TAX COMPLIANCE STATEMENT

TO: TOWN OF WESTFORD
Town Hall
55 Main Street
Westford, MA 01886

FROM: _____

Fed ID# _____

I certify under the penalty of perjury that the above-named organization or person, to the best of my knowledge, has filed all State tax returns and paid all State taxes required under law.

SIGNED THIS DATE: _____

BY

Name: _____

Title: _____

*Note: Your Federal Identification number will be furnished to the Commonwealth of Massachusetts - Department of Revenue to determine whether all tax filing and tax payment obligations have been met. Under Mass. G.L.C. 62C s., 49A, providers of goods or services who fail to correct a tax filing or tax payment delinquency will not have a Contract or other agreements issued, renewed or extended.

CERTIFICATE OF NON-COLLUSION

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.

(Signature of individual submitting bid, qualifications, or proposal)

(Name of business)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT

The broker/consultant shall carry out the obligations of this submission in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c.151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The broker/consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

(Signature of individual submitting bid, qualifications, or proposal)

(Name of business)

SAMPLE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN OF WESTFORD, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 55 Main Street, Westford, MA 01886, 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 _____, hereinafter “the Project”; and

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

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to 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 _____.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price \$_____.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
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 set out in Attachment A.
- 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 the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or 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 the 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.

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

TOWN OF Westford, MA

By its Town Manager, Jodi Ross

Town Accountant

(Signature)

CONTRACTOR:

(Signature)

(Name and Title)