

Copy 1

TOWN OF ANDOVER

CONTRACT

(GOODS / SERVICES)

DATE: 12/6/21

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

Cadmus Group
3 Center Plaza, Suite 320
Boston, MA 02108
617-934-4847

1. This is a Contract for the procurement of the following: Solar Photovoltaic (PV) Support Services
2. The Contract price to be paid to the Contractor by the Town of Andover is: See attached task and price proposal. Tasks 1-3 = \$17,200.00; Task 4= \$4,750.00. On Call Assistance and Additional Services to be billed at hourly rates as attached.
3. Payment will be made as follows: Within 30 days of detailed invoice.
4. Definitions
 - 4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town of Andover. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
 - 4.2 Contract Documents: All documents relative to the Contract including (where used) Invitation to Bid, Request for Proposals, Instructions to Bidders/Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period or proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used. The Contractor’s relationship to the Town is that of an independent contractor and not that of an agent or employee of the Town. There is no relationship of employment or agency between the Town and the Contractor and neither party shall have or exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Contract which the parties view as consistent with their independent contractor relationships.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 SubContractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 10/31/2022, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. The Town may immediately terminate or suspend this Agreement without liability on the part of the Town for damages, penalties or other charges in the event the appropriation(s) funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

7. Permits and Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default

8.1 Without Cause. The Town may terminate this Contract at its sole discretion on seven (7) calendar days notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and Town bylaws and/or regulations.

9. The Contractor's Breach and the Town's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or

suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

M.G.L. Chapter 30B – Procurement of Goods and Services.

M.G.L. Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

M.G.L. Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, Scope of Business or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Andover, and its duly appointed agents against

any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Affirmative Action; Non-Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Condition of Enforceability Against the Town

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

15. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate or if a Limited Liability Corporation, a Manager's Certificate or other documentation satisfactory to the Town certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

16. Liability of Public Officials

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

17. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless the Town, its officers, attorneys, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this Contract.

In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The duty to defend, indemnify and hold harmless shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

18. Workers Compensation Insurance

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town evidence of such insurance prior to the execution of this Contract in a form satisfactory to the Town before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.1 The Contractor further understands and agrees that in rendering services to the town under this Contract that the Contractor is an independent contractor and not an employee of the Town, that the Contractor is not covered by the Town's Workers' Compensation, or liability insurance, that the Contractor shall not make any claim against the Town, its officers, agents and employees and that the Contractor indemnifies, holds harmless, and releases the Town from any claims of the Contractor or of any other party that may arise in whole or in part out of or in connection with the work being performed by the Contractor.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions of Chapter 66 and

Chapter 66A of the General Laws of Massachusetts as they relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

20. Confidentiality

The Contractor shall comply with M.G.L. ch. 66A if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor’s possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town’s public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The Town shall have access during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Assignment

The Contractor shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the Town.

23. Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

24. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

25. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

27. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

31. Binding on Successors

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

32. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

33. Contractor Certifications

- 33.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.
- 33.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity or group of individuals.
- 33.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.
- 33.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.
- 33.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. ch. 29, §29F, M.G.L. ch. 30, §39R, M.G.L. ch. 149, §27C, M.G.L. ch. 149, §44C, M.G.L. ch. 149, §148B and M.G.L. ch. 152, §25C.

34. Additional Provisions:

34.1 Applicable to Contracts for the Procurement of Goods

34.1.1 “Goods” shall mean Goods, Supplies, or Materials, as described in the Contract.

34.1.2 Change Orders:

Change orders may not increase the quantity of services by more than twenty-five (25.0%) percent, in compliance with Massachusetts General Laws Chapter 30B, §13.

This Contract for purchase includes the following delivery, installation or setup requirements:

34.2 Applicable to Contracts for Services

34.2.1 “Services” shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

34.2.2 Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the total contract price by more than twenty-five (25%) per cent and shall be, in compliance with General Laws Chapter 30B, §13.

34.2.3 Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

34.2.4 Insurance:

The Contractor shall obtain and maintain the following insurance:

- 34.2.4.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 34.2.4.2 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- 34.2.4.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 Million per person, and \$1 Million per combined single limit.
- 34.2.4.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- 34.2.4.5 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in effect in accordance with the requirements of this Contract for the duration of the contract must be submitted to the Town prior to execution of this Contract by the Contractor, with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit copies of all policies to the Town within 7 days of such a request. All insurance carriers shall be authorized by the Massachusetts Commissioner of Insurance to do business in the Commonwealth of Massachusetts..
- 34.2.4.6 The Town and its employees and officials shall be named as an additional insured on the above referenced liability policies, with the exception of Workers Compensation, and the Contractor's insurance shall be primary and non-

contributory with respect to any other coverage available to additional insureds.. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. .

Contractual liability must recognize the indemnities contained in this Agreement..

- 34.2.4.7 Coverages are to be maintained for a period of 3 years after final payment.
- 34.2.4.8 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.
- 34.2.4.9 The above referenced liability policies shall include a Waiver of Subrogation in favor of the Town

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

Therun Reyna 11/22/21
Purchasing Agent Date

The Cadmus Group LLC

[Signature] 11/22/2021
Division/Department Head Date
Contract Manager

Company Name

[Signature] 12/16/21
Town Manager Date

[Signature] 11/11/2021
Signature Date

Jing Hoffmann
Deputy Director of Contracts
Print Name & Title

APPROVED AS TO FORM:

Federal Identification
No.: 04-2793755

Therun Reyna 12/2/2021
Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS: 64710-5700
AM 23 FY22


Town Accountant 12/3/21
Date

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of The Cadmus Group LLC held on May 18, 2020 at which all the Directors were present or waived notice, it was voted that Jing Huffman, Deputy Director of Contracts of this company, be and he/she hereby is authorized 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 or obligation in this company's name on its behalf by The Cadmus Group LLC, shall be binding upon this company.

A TRUE COPY ATTEST:

Alan V. Seferian
Clerk,

Date of this Contract

I hereby certify that I am the Clerk of The Cadmus Group LLC, that Alan V. Seferian is duly elected clerk of said 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.

Alan V. Seferian
Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th DAY OF November 2021,

[Signature]
Notary Public

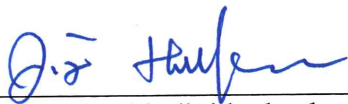
If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this bid 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.

CERTIFICATE OF STATE TAX COMPLIANCE

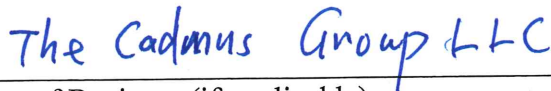
Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of authorized individual submitting bid/proposal



Printed Name



Name of Business (if applicable)



Social Security or Federal Tax Identification Number

CADMUS

November 1, 2021

Joyce Losick-Yang, Sustainability Coordinator
Town of Andover
36 Bartlet Street
Andover, MA 01810

RE: Proposal for Solar PV Procurement Support Services– Sanborn Elementary School, Andover, MA

Dear Ms. Losick-Yang,

We are pleased to submit this proposal for solar photovoltaic (PV) procurement support services to the Town of Andover. Cadmus is an experienced renewable energy program manager and has served as an independent advisor to the Town of Andover since 2011. Cadmus brings experience with the development of solar strategies for private, public, and non-profit organizations and has managed the procurement and installation of numerous solar PV systems in Massachusetts, New York, Rhode Island, Ohio and elsewhere in the United States. This work also includes a technical and financial solar feasibility analysis for the Sanborn Elementary School, which Cadmus completed in 2020. Elsewhere in Massachusetts, Cadmus managed solar programs for the Cities of New Bedford and Boston and has provided technical assistance to dozens of cities, towns, and companies across the Commonwealth. Cadmus also administers the Massachusetts System of Assurance of Net Metering Eligibility, and has experience providing technical assistance to commercial businesses interested in solar through the Massachusetts Clean Energy Center “Ask an Advisor” service.

The Cadmus Team combines extensive experience with practical, on-the-ground clean energy program and policy design, in-depth knowledge of Massachusetts energy law, expertise in community energy roundtable facilitation, an advanced knowledge of national and international best practices, and a strong working relationship with the Commonwealth of Massachusetts. The Cadmus Team is well-positioned to support the Town of Andover in designing a streamlined procurement process that will minimize the complexity of selecting a qualified development partner and negotiating an attractive Engineering, Procurement, and Construction (EPC) purchase price.

Should you wish to discuss our proposal in further detail, please contact me at (617) 209-1986 or by e-mail at chad.laurent@cadmusgroup.com.

On behalf of the Cadmus Team, thank you for your time and consideration. We look forward to supporting the Town of Andover in this important work.

Sincerely,



Chad Laurent, Esq.
Principal

CADMUS



Proposal for Solar PV Procurement Consulting Services

SANBORN ELEMENTARY SCHOOL

November 1, 2021

Prepared for:

The Town of Andover

36 Bartlet Street

Andover, MA 01810

Scope of Services

The Town of Andover recently received notice from the State that the Sanborn Elementary School solar PV project will receive grant funding via the [Columbia Gas Settlement](#), opening the door for a direct purchase ownership strategy at no direct cost to the Town. The Town would prefer to pursue direct ownership for the Sanborn Elementary School solar PV project because it allows Andover the opportunity to fully utilize grant funding. The Town has also received a preliminary PPA offer from Solect Energy and non-binding approval from the Town to pursue a PPA at the site if they choose, but they are not interested in pursuing the PPA option at this time.

The Cadmus Team proposes the following tasks to support the Town of Andover in procuring and owning solar PV at the Sanborn Elementary School. Services include initial technical assistance and communications support (Task 1), preparation of a Request for Proposals (Task 2), and evaluation of developer responses (Task 3). Additional optional tasks include contract negotiation support (Task 4) and on-call technical assistance if requested (Task 5).

Tasks 1 - 4 are proposed as fixed price tasks. Task 5 is available should the Town of Andover wish to have Cadmus provide additional support and includes services to be billed to the Town at an hourly rate. Cadmus' level of effort on each task may change based on the client's direction and project specifics. If, for example, the Town requests less assistance with a particular task, budget can be reallocated to other activities within the overall scope of work where the Town requests a higher level of effort.

Task 1: Initial Technical Assistance and Communications Support

The Cadmus Team will provide targeted technical assistance and communications support throughout the initial project setup phase, helping to answer key questions regarding PV system ownership, the procurement process, and grant funding requirements. This work will include any necessary desktop research and will ensure Cadmus' involvement with ongoing communications between the Town, DOER, and DCAMM as they work to clarify and confirm the regulatory and legal requirements for utilizing grant funding to support solar PV procurement at the Sanborn Elementary School. This task will also accommodate regular check-ins between the Town and Cadmus as needed.

- Estimated Timeline: 3-4 weeks
- Cost: \$4,700
- Deliverable: Cadmus will be on-call during the initial project setup phase to answer outstanding questions from the Town, and to ensure the Town remains in compliance with relevant legal and regulatory requirements and procurement standards in MA.

Task 2: Preparation of a Request for Proposals

The Cadmus Team will work with the Town of Andover to develop a procurement strategy. Through this process, the Cadmus Team will draft a Request for Proposals (RFP) document for solar energy and energy storage installers (if applicable) for review and approval by the Town of Andover. The RFP will include a request for details on a developer's proposed turnkey solar PV installation solution, maintenance agreement, and accommodations for future building electrification efforts at the Sanborn Elementary

School. Cadmus will also support the compilation and distribution of such RFP documents to relevant and desirable potential installers and developers. The RFP will focus on project approach, pricing methodology, vendor experience, and financing capabilities – while keeping in mind available incentives. Cadmus will develop the procurement documents with input from the Town of Andover in order to reflect appropriate terms relevant to public sector procurement, grant funding requirements, specific evaluation criteria, timelines, and pricing scenarios.

- Estimated Timeline: 3-4 weeks
- Cost: \$5,450
- Deliverable: Cadmus will provide a draft RFP for the Town’s approval, then coordinate with the Town to finalize a draft and release the document to the public. Includes up to 2 rounds of review.

Task 3: Evaluation of Developer Responses

During this project phase, Cadmus will assist with the management of the proposed procurement. Services provided will include (1) assistance with promoting the solicitation in the energy developer community, (2) scheduling and managing any bid meetings, (3) reviewing the proposals and reporting our findings and recommendations with respect to such proposals, and (4) coordinating and participating in any review committee interviews. Cadmus will provide feedback on proposal elements including financial deal structures, ownership models, expected savings, the effects of pending regulatory changes and other potential issues. These factors can have a major effect on the feasibility of a proposed project, and Cadmus will ensure that the chosen proposal will maximize the financial benefit for the Town of Andover while minimizing risk.

- Estimated Timeline: 3-4 weeks from RFP response deadline
- Cost: \$7,050
- Deliverable: Quantitative pricing evaluation and qualitative analysis selection memo (5-6 pages). Cadmus will also attend a maximum of three public meetings with stakeholder groups as needed (School Board, Select Board, Finance Committee, Tri-Board). For budgeting purposes, Cadmus has assumed that these meetings will take place virtually via phone, Microsoft Teams, Zoom, or a similar platform. If additional calls or in-person participation is required, Cadmus will need to increase the Task 3 budget amount in consultation with the Town.

Task 4: Two Rounds of Contract Review and Negotiation (Optional)

Once a developer has been selected for a specific project opportunity, Cadmus can review the EPC contract and facilitate negotiations between the developer and the Town of Andover. If the selected developer and the Town of Andover do not reach an agreement after two rounds of review and negotiation, the Cadmus Team can provide continued contract negotiation services or conduct contract review and negotiations with any of the other developers evaluated in Task 3 on an hourly basis (See Task 5).

- Estimated Timeline: 2-3 weeks per round upon receipt of each contract
- Cost: \$4,750

Task 5: On-Call Assistance and Additional Services (Optional)

Cadmus is available to provide additional on-call assistance to the Town of Andover following evaluation of developer responses should the Town desire additional support through the development of the project, or choose to further pursue solar at Sanborn Elementary School or other properties. Additional on-call assistance tasks can be performed at an hourly rate and may include additional rounds of contract review and negotiation, independent inspection of the system, and/or periodic reviews during installation.

- Estimated Timeline: Varies
- Cost: Billed Hourly

Confidential Cost Proposal

Table 1. Cost Proposal

Task	Price
Task 1: Initial Technical Assistance and Communications Support	\$4,700
Task 2: Preparation of a Request for Proposals	\$5,450
Task 3: Evaluation of Developer Responses	\$7,050
Task 1 - 3 Total	\$17,200
Task 4: Contract Review and Negotiation (2 Rounds)	\$4,750
Task 5: On-Call Assistance and Additional Services	Billed Hourly

Table 2. Confidential Cadmus Hourly Rates

Cadmus Staff	Hourly Rate
Chad Laurent, Principal	\$290
Arielle Magliulo, Associate	\$175
Stephen Treat, Associate	\$175
Zack Wyman, Analyst	\$135
Eddie Galvin, Analyst	\$135
Katie Harrison, Research Analyst	\$115

The following assumptions were made in proposing the confidential cost estimate above:

- Services for Tasks 1, 2, and 3 will be provided on a time and materials basis, with a not-to-exceed cap of \$17,200.
- As mentioned above, Cadmus' level of effort on each task may change based on the client's direction and project specifics. If, for example, the Town requests little assistance with a particular task, budget can be reallocated to other activities within the overall scope of work where the Town requests a higher level of effort.
- Services outside the scope of tasks listed in this proposal can be provided on a time and materials basis outside of the cap. Cadmus will not proceed with out-of-scope tasks without written authorization from the Town.
- 2021 hourly rates are subject to annual escalations to accommodate raises, promotions, and cost of living increases for our staff.
- Direct costs (e.g., travel) are billed using federal GSA per diems as a guideline for cost reasonableness and cost limitation.

Project Team

Chad Laurent, Esq., Principal

Chad Laurent specializes in renewable energy law and policy, sustainable business strategies, and renewable energy project development. As a Cadmus Principal, he leads the firm's Sustainability & Energy practice. Mr. Laurent is a nationally recognized expert in renewable energy market development strategies and frequently works with corporate, university, nonprofit, and municipal clients to develop renewable energy supply and procurement strategies to achieve their climate goals. He has over 15 years of experience supporting dozens of clients with solar procurement including multi-megawatt-scale projects. His expertise includes procurement, financing, zoning, solar access and rights laws, permitting, planning, and renewable energy as an economic development tool.

In addition, Mr. Laurent has worked with over 30 public-sector clients providing regulatory, technical, and program assistance for energy efficiency and renewable energy development. He currently manages Cadmus' role in multiple U.S. Department of Energy Solar Energy Technology Office programs including the SolSmart Designation program, the Solar in Your Community challenge, and Fleets 4 the Future. Through these projects, he has consulted with numerous leading municipal clients on developing local financing policies for distributed energy resources. He has developed international power purchase agreement toolkits and procurement policies and is an on-call law and policy expert for the Clean Energy Solutions Center. He was the lead author for the Pathways to 100 and Pathways to EV reports and has managed multi-year, multimillion-dollar programs at the federal and state levels.

At Meister Consultants Group, which joined Cadmus in 2017, Mr. Laurent was the vice president and general counsel and also oversaw the firm's legal and financial operations. Previously, Mr. Laurent was a legal fellow at the Office of the Attorney General for the Commonwealth of Massachusetts, a law and policy fellow for the Executive Office of Energy and Environmental Affairs, and was the manager of renewable energy programs at the Green Energy Consumers Alliance.

Arielle Magliulo, Esq., Associate

Arielle Magliulo, an Associate at Cadmus, focuses her work on renewable energy law and policy, renewable energy market development, and renewable energy procurement, for both domestic and international clients. She is experienced in the development of procurement documents for renewable energy, contract review and negotiation, municipal renewable energy planning projects, utility regulation research projects, the legal requirements and best practices for renewable energy policies, programs, and projects, and stakeholder engagement. Ms. Magliulo currently provides renewable energy technical support to multiple municipal clients, including several META Grant Awardees, and the Rhode Island Infrastructure Bank. She has also supported the Massachusetts System of Assurance for Net Metering Eligibility with application review and review of state regulations. In addition, Ms. Magliulo also leads several international capacity building projects on the topics of electricity tariff setting, power purchase agreements, and resiliency regulations.

Stephen Treat, Associate

Stephen Treat, a Cadmus Associate, is an energy and environmental policy professional with expertise in renewable energy consulting and project management. His management experience includes PV and storage feasibility, PV production verification, municipal technical assistance and financial due diligence, and distributed generation impact analysis. Mr. Treat currently provides renewable energy technical support to several state and municipal clients including MassCEC, the Massachusetts Department of Energy Resources, and the Rhode Island Office of Energy Resources. His technical, financial, and policy expertise includes feasibility analysis, system design, resiliency strategy, storage integration and modeling, procurement support and contract negotiation, and economic modeling and analysis. Mr. Treat serves as either the direct project manager or as a senior advisor to current clients. Mr. Treat also leads administration of the Massachusetts System of Assurance of Net Metering Eligibility, an important incentive program in Massachusetts, for which he manages a team of seven and oversees payment processing, application review, a technical helpline, staff training, and adherence to program timelines and state regulations.

Zachary Wyman, Analyst

Zack Wyman is an Analyst at Cadmus with a background in environmental and energy policy. His primary project responsibilities are typically focused on local, state, and national renewable energy policies, programs and planning, renewable energy procurement, solar PV and energy storage system (ESS) modeling and financial analysis, energy efficiency, and sustainability. Mr. Wyman has supported a wide variety of clients in the public, private, and nonprofit sectors, ranging from small businesses and local governments to federal agencies and multinational corporations.

Mr. Wyman has assisted multiple towns and municipalities in their efforts to facilitate local solar PV and ESS policy development and procurement. He has led solar PV and ESS feasibility analyses for public clients in Massachusetts, Rhode Island, New York, and Pennsylvania, in addition to serving as a technical assistance provider for multiple years on SolSmart. Mr. Wyman has also contributed to several climate action planning and renewable energy transition strategy projects, including the Climate Action Plan for the City of Keene, New Hampshire. For Keene, Cadmus evaluated the electricity market and utility landscape for the City, considered state and regional energy regulations, programs, and policies, and developed six comprehensive renewable energy strategies. In addition, Mr. Wyman has completed greenhouse gas emissions inventories, forecasts, and climate action reporting for private sector organizations looking to improve their sustainability and social responsibility leadership. In Massachusetts, this private sector work has also included technical solar PV and ESS support for commercial and nonprofit entities through MassCEC's Commercial Solar Hub.

Edward Galvin, Analyst

Edward Galvin is an Analyst at Cadmus. With a background in economics and environmental studies, he brings a market-based approach to the renewable energy industry. He has over two years of experience in the solar industry, and currently assists Cadmus' administration of the Massachusetts System of Assurance of Net Metering Eligibility. Edward has experience in financial analysis, market research, and

communications. He has supported governmental renewable electricity procurements in New England and has performed numerous solar plus energy storage feasibility analyses for municipalities which include microgrid research. Before joining Cadmus, Mr. Galvin worked at Matanuska Electric Association, analyzing local and global solar trends to investigate community solar opportunities for the electric cooperative.

Katie Harrison, Research Analyst

Katie Harrison is a Cadmus Research Analyst with technical and policy experience across the fields of renewable energy, transportation, and decarbonization. She supports several DER projects related to renewable energy programs, impact analysis, and analytical tool development. From working with a range of state agencies, utilities, and other energy industry groups, Ms. Harrison has a solid foundation in both the policy and technical realities of the renewable energy field. Her work has included reviewing applications for the Massachusetts System of Assurance of Net Metering Eligibility program, municipal solar and storage feasibility and financial analysis, and grid and market impacts of transportation electrification. Ms. Harrison also serves as the project lead for a solar loan audit program, as well as NYSERDA's initiative to decarbonize college campuses, the REV Campus Challenge.

Project Descriptions

Owner's Agent Technical Assistance

Client: Various Massachusetts Municipalities

Cadmus provides site feasibility analyses, RFP drafting, interview support, and contract negotiation support and strategies in the form of either a power purchase agreement (PPA), lease agreement, or net metering credit purchase agreement. As part of this process, Cadmus also conducts economic analyses to verify the economic returns from the solar PV project. Cadmus serves an advocate to the municipality to ensure that the final contract price and terms were amenable to the municipality and did not present any adverse or particularly risky language. Municipalities serviced through this process include but are not limited to the Town of Nantucket, Town of Norton, City of Marlborough, City of Newton, and the Town of Andover.

Massachusetts Decarbonization Roadmap

Client: Executive Office of Energy and Environmental Affairs, Commonwealth of Massachusetts

Cadmus led a decarbonization study for the Commonwealth of Massachusetts articulating potential paths to net zero carbon emissions by 2050. Cadmus led modeling analysis for the electricity and transportation sectors, stakeholder engagement, and policy analysis. Consulting partners led the analysis for buildings, non-energy, and land use change. These sector analyses were aggregated to develop net zero by 2050 scenarios for the Commonwealth and identify key policy strategies for successful near-, medium- and long-term emissions reductions. The economic and social impacts and implications of these policies will also be examined through quantitative and qualitative analyses to inform future policy making decisions. This work also included the development of a 2030 emissions target and helped to inform the Massachusetts Energy and Climate Plan (CECP) for 2030.

Clean Peak Energy Standard

Client: Massachusetts Department of Energy Resources

Cadmus supports the MA DOER review statement of qualification applications for resources to receive Clean Peak Standard designation. As the first in the nation, this standard is a new regulatory tool driven by cost savings and reduced emissions. Cadmus works directly with the Department reviewing statement of qualification applications and offering support to applicants regarding regulation and application inquiries.

Technical Solar PV and Energy Storage Consulting Services

Client: The Town of Lexington, MA

Cadmus serves as the technical consultant for the Town of Lexington in support of the community's renewable energy initiatives. In 2013, we conducted a site assessment of the town's Public Safety Building to determine the site's suitability and potential for solar PV. We based our assessment and findings report on a review of materials provided by the town and a site visit to the building.

Recently, Cadmus has been assisting the Town of Lexington with two unique portfolios of solar PV projects—one set of installations on municipal buildings and one set of installations at the compost facility and former landfill. Cadmus assisted the town with developing two RFQ solicitations, reviewing bids from

vendors, facilitating vendor interviews, and generally guiding the town through the procurement process. Cadmus attended Board of Selectmen meetings to gain stakeholder support for the projects, which included discussions of glare considerations for nearby Hanscom Airforce Base. Cadmus provided the Town with contract negotiation support and technical assistance throughout the project, helping the Town navigate several unforeseen permitting delays and to tackle one of the first municipal large-scale energy storage projects under the SMART, Net Metering and Connected Solutions programs. This support included review of the project's financial implications, considering the several incentive cash flows, as well as modeling and identifying the most optimal energy storage capacity for the Towns needs and intended incentive programs. Cadmus further supported PV projects on municipal buildings and the town compost facility by providing design review, electrical installation oversight, and final commissioning of the installed arrays.

Technical Solar PV and Energy Storage Consulting Services

Client: Town of Natick, MA

Cadmus serves as the technical consultant for the Town of Natick in support of the community's renewable energy initiatives. Most recently, Cadmus assisted the Town with procuring 500 kW of solar PV paired with storage at the Kennedy Middle School. Cadmus aided Natick throughout the procurement process, developing an RFP, evaluating developer bids, and conducting multiple rounds of contract review after selecting a developer for the project. Cadmus worked alongside the Town to analyze project feasibility, Federal and State incentives, and financing options available, conducting a comparative evaluation of the direct ownership and power purchase agreement (PPA) options within the regulatory landscape of Massachusetts. Once decided, Cadmus assisted the Town and developer in drafting a power purchase agreement that maximized value to the Natick. Cadmus has also supported a microgrid feasibility assessment for the Town at a series of critical facilities including town hall, library, and fire station.

Commercial Solar Consulting Services

Client: Massachusetts Clean Energy Center (MassCEC)

Cadmus is led Massachusetts Clean Energy Center's Commercial Solar Consulting Services Team to support the development of onsite commercial solar and solar + storage projects for the Commonwealth of Massachusetts. Cadmus facilitates working groups, performs market research, develops public facing resources and provides technical assistance and consumer guidance through the Commercial Solar Hub website. The Commercial Solar Hub will provides an online platform for communities, municipalities, developers, financiers, and industry groups to obtain market guidance and technical assistance in the procurement of commercial solar and solar plus storage. The "Hub" offers educational resources that inform the public of best practices including: case studies, fact sheets, a Commercial Solar Guide targeted at small to medium commercial entities, and webinars catering to specific market participants. The Hub also features an Ask the Advisor service that allows customers interested in installing solar PV or solar + storage with ongoing technical assistance on topics including project development, procurement support, and financial analysis.

Massachusetts System of Assurance of Net Metering Eligibility

Client: Massachusetts Department of Public Utilities

Along with Vanasse Hangen Brustlin, Inc. (VHB) and Noble, Wickersham & Heart, Cadmus launched the US's first system to ensure that businesses, communities, and other entities developing renewable and alternative energy facilities in the US state of Massachusetts will be eligible to receive net metering services when their projects are complete. This assurance of net metering eligibility is often critical to secure financing for projects, especially as net metering is capped at a specific amount of allowable capacity. This innovative process provides guarantees of net metering eligibility and supports Massachusetts' renewable energy market by efficiently allocating a limited incentive (net metering services). Cadmus' role as the administrator of the program requires that its staff have an in-depth and nuanced understanding of Massachusetts' solar policy and regulatory landscape to ensure the best available information is provided to net metering stakeholders.