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TOWN OF ANDOVER
CONTRACT
(GOODS / SERVICES)

DATE:

MARCH 1, 2024

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

Access Information Management Corporation
4 First Avenue
Peabody, MA 01960

1. This is a Contract for the procurement of the following: Document Scanning and Imaging, as detailed in the attached SOW Year 2 Health Project; OSD FAC96.
2. The Contract price to be paid to the Contractor by the Town of Andover is: \$37,836.126 for 75 boxes.
3. Payment will be made as follows: Within thirty (30) days from the date of Contractor's reasonably 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, the process for such is defined in the SOW, 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 for the greater of (a) a term of twelve (12) months, commencing upon the Effective Date hereof; or (b) until all Services being rendered pursuant to an active SOW as mutually executed between the parties has been completed, and thereafter shall expire 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.

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 Contract is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement. Notwithstanding the foregoing, the understanding between the Parties is that such funds needed to

fully fund the SOW have been secured and are available to payment to Contractor, upon completion of the Services.

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 thirty (30) 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 thirty (30) days notice, after first providing Contractor with notice of Town's determination of Contractor's default and allowing Contractor seven (7) calendar days to cure such alleged default, 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 of this Contract, all funds for Services rendered by Contractor prior to Town's notice of termination shall become due immediately.

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) failure to perform any of its obligations under this Contract, of which failure to perform is not caused by a Force Majeure Event, 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 accordance with the scope defined in any active SOW, (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 US federal or Massachusetts state law and/or regulations, for which Contractor is subject.

9. Statutory Compliance

10.1 This Contract will be construed and governed by the provisions of applicable United States federal, state and local laws and regulations, limited to those of which the Parties are subject; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of such subject 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 State 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 federal and state laws and regulations, for which Contractor is subject, bearing on the performance of the Contract. If the Contractor performs the Contract in violation of such subject 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 applicable Massachusetts State and Federal Laws, and Regulations, for which Contractor is subject (herein after “applicable law”). If any discrepancy or inconsistency is discovered in the Drawings, Specifications, Scope of Business or Contract for this work in violation of any applicable law, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all applicable laws for which Contractor is subject; and shall indemnify the Town of Andover, any direct claim arising from Contractor’s violation of .

10. Conflict of Interest

Both the Town and the Contractor acknowledge the provisions of the Massachusetts 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.

11. 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).

12. 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 United States federal and state laws, rules and regulations, for which Contractor is subject, 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 shall be 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. For the avoidance of doubt, this Contract shall

not be considered effective until it has been executed by the signature of each representative of the parties named here, including the Contractor.

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 be terminated in accordance with the procedure defined in Section 8 hereof, and the Contractor shall indemnify the Town as defined in Section 17 hereof, resulting from the failure to provide the Worker's Compensation 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, in accordance with Contractor’s internal policies and procedural business practices, protect the physical security and restrict any unauthorized 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 retention period of two (2) years beginning on the first day after the final payment under this Contract. Occurring no more frequently than once per annum, the Town shall have the opportunity to request an audit of Contractor’s billing records relating the Services rendered to the Town under this Contract. Such audit shall occur upon reasonable advance notice to Contractor, and at mutually agreeable time and location. Nothing contained herein will allow the Town to review data pertaining to Company’s other clients or proprietary information related to Company’s security programs.

22. Assignment

Neither party shall 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 other party.

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. For the avoidance of doubt, Company's use of temporary employees that are at all times under the supervision, direction and control of Contractor shall not be deemed the use of a subcontractor. The delegation of Contractor's obligations to affiliates under common ownership and control is not a subcontract and is permitted hereunder.

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.

27. Payment

The Town agrees to pay to the Contractor in accordance with Section 3 hereof.

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.

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 the Massachusetts 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 the Massachusetts 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 industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and in Contractor's determination, 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, in use under this Contract, are currently debarred or suspended by the United States federal or state government under any law or regulations, for which either is subject, 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:

 Not Applicable

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 the Massachusetts General Laws Chapter 30B, §13.

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, or \$1 Million 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 Town, 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.

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.

35. Force Majeure If either Party is delayed or prevented in the performance of any of its obligations under the Agreement or a SOW by a Force Majeure Event, that Party will give immediate written notice to the other Party describing the Force Majeure Event. The affected Party will not be liable for such delay or non-performance, and the time for performance of the affected obligation will be extended by such period as is reasonable to enable that Party, using all reasonable efforts, to perform that obligation. Delays caused by Company's contractors or subcontractors do not constitute a Force Majeure Event unless their delay is caused by a Force Majeure Event. A Party's performance under this Section will be suspended only for so long as the Force Majeure Event exists. Payment obligations are not subject to Force Majeure.

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

Theresa Reynolds 2/14/24
Purchasing Agent Date

Paul R. Langtry 2/02/24
Division/Department Head Date
Contract Manager

[Signature] 3/1/24
Town Manager Date

THE CONTRACTOR
Access Information
Management Corporation

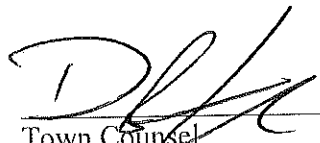
Company Name

DocuSigned by:
Rich Langtry 2/15/2024
071905F0035049D...
Signature Date

Rich Langtry Vice President
Print Name & Title

04-3408536
Federal Identification No:

APPROVED AS TO FORM:

 2/29/24
Town Council Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS: 623507-5700

 2/29/24
Town Accountant Date

STATEMENT OF WORK

SOW #: 001

This statement of work ("SOW") effective as of the last signature date below, is attached, made part of, and subject to the Town of Andover Goods & Services Contract ("Agreement") between **The Town of Andover** ("CLIENT"), and **Access Information Management Corporation** ("ACCESS"). ACCESS and CLIENT are each individually a party ("Party") and collectively the parties ("Parties"). Capitalized terms used but not otherwise defined in this SOW shall have the same meaning as ascribed to those terms in the Agreement. In the event of any conflict between the terms of the Agreement and this SOW, the Agreement shall prevail. Any changes or modifications to this SOW, including the scope and/or deliverables subsequent to execution of this SOW must be documented and mutually agreed upon as a change order. Conversion Services Standards and Definitions are located at <https://www.accesscorp.com/support/conversion-services-standards-definitions/> and are incorporated by reference and made a part hereof as if fully set forth herein.

Overview

ACCESS will assist in the Conversion Services for the Town of Andover currently located at 30 Whitter Court, 3rd Floor Andover, Massachusetts, 01810. CLIENT has an estimated 75 boxes to be electronically converted by ACCESS. ACCESS will perform the digitization from their Danvers MA Records facility and digitally deliver the completed documents via an ACCESS SFTP for CLIENT and Laserfische vendor load to Laserfische.

5. Health Division has Large Scale Plans. These plans are typically found in Septic, Sewer, and Food document categories. Large Scale Plans for Food category are typically only for Food Plan Review Permits where there is a construction license/permit. Most plans are folded and contained in the files with the Permit, License or Certificate documents.

6. Documents when loaded into Laserfiche as Multiple Page TIFF format will have Optical Character Recognition information added automatically. The Laserfiche vendor is responsible for this, but this is a point of information.

7. Metadata shall be created for the files (directory structure, file naming, header information, indexing and be contained in a comma-separated value (CSV) file).

8. All documents/media shall be scanned at no less than 300 DPI and in color or grayscale (no monochrome) depending on the document. To date, Health Inspections or Complaints document types may have picture documents.

9. Documents/media shall be scanned into a searchable, non-proprietary format such as Multiple Page TIFF. The Multiple Page TIFF files will be transferred to the Laserfiche Vendor and Town of Andover.

10. Document File naming - Need to develop a naming system for the project, • At the business level we have Documents by Department, by License/Permits/Certificates type, • they are organized by Address or Business Name (applicant/ or

to whom the License/ Permit/ Certificate is issues to) and • then by Date, or Date Range (From/To). • For Address based documents Andover can provide Address file with Street Number, Street Name, Street Type Abbreviation and Parcel #.

11. Town of Andover uses Laserfiche system for Document Management. It is typical that the Scanned Documents have three identification data fields such as: • Box Number • Document or Folder Number • Extended Document Name Made up of • Document Type Name – License, Permit or Certificate type • Either Address or Business Name (of Applicant/ or to whom the License/ Permit/ Certificate is issued to) • Date or Range of Dates (From/ To)

12. Town of Andover has a vendor that supports our Laserfiche system. • The Scanning Services Vendor will need send scanned documents in Multiple Page TIFF format via SecureFTP at reasonable intervals batches of the Scanned Documents to the Laserfiche Vendor. • The Laserfiche Vendor will add metadata, indexes, and directory structure for the Documents. • The Laserfiche Vendor will load these documents into the Town of Andover repository that exists today. At this point the OCR information will be added to the documents automatically.

13. Town of Andover expects the Sanning Services Vendor and Laserfiche Vendor to work cooperatively to meet our business needs. Andover will make the introductions and we expect some degree of communication and coordination during the active phases of the Year 2 project. Information needs to be flow and be shared and issues discussed and resolved as business partners.

14. Scanned documents shall be returned in an external solid-state storage drive. SecureFTP is also available as an option to return documents to the TOWN. We will need to mutually agree on the methods to be used for returning information.

15. All documents/plans acquired by the Vendor from the Town in performance of the Contract are and shall remain the property of the Town. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Vendor for delivery to the Town shall be and will remain the property of the TOWN OF ANDOVER.

16. Original documents and media shall be returned to the Town in the same physical condition and boxes as they were provided.

I. CONTACT INFORMATION

CLIENT Primary Contact:

Name: [Don Miller]

Phone: (978) 494-2651

Email: [don.miller@andoverma.us]

CLIENT Invoicing Contact:

Invoice via email Invoice via mail

Invoice via other: [Specify]

Address: [30 Whitter Court, 3rd Floor, Andover, MA 01810]

CLIENT Subject Matter Expert (“SME”):

Name: [Don Miller]
Phone: (978) 494-2651
Email: don.miller@andoverma.us

ACCESS Project Manager:

Name: Gregory Pouillard
Phone: provided at kickoff
Email: gregory.pouillard@accesscorp.com

ACCESS Sales Executive:

Name: Brad Walker
Phone: 978-399-5002
Email: brad.walker@accesscorp.com

II. SCOPE AND DELIVERABLES

VOLUMES

The volume assumptions specified in Section VI: Specifications Schedule for CLIENT content (the “Records”) have been used to create the budget and timeline indicated in this SOW.

SERVICE LOCATIONS

The services to be performed under the Project shall take place at the locations indicated below, and such locations shall be considered in-scope of this SOW.

ACCESS Location(s)	CLIENT Location(s)
Danvers, MA	30 Witter Court, 3 rd Floor Andover, MA 01810

ACCESS SERVICES AND DELIVERABLES

1. **Packing Records:** CLIENT will pack Records into boxes and labels provided by ACCESS, and in accordance with Specifications Schedule.
2. **Transportation:** ACCESS will transport as a [rolling pick-up all Records to be serviced under the Project from CLIENT's location(s) stated herein, to the ACCESS's location(s) stated herein.
3. **Digital Conversion – Hard Copy Records** will be converted into Digital Images in batches as determined by Access. Access will temporarily store the digital images at no additional charge for 30 days from the date created for Client Review. Client must notify Access of any defects within timeframe otherwise they will be deemed as Accepted. If defects are discovered by CLIENT after the 30 day review period, the cost of any rework is the sole responsibility of CLIENT.
4. **Delivery of Electronic Files:** All images and associated metadata will be delivered via SFTP provided by ACCESS

SERVICES PROOF OF CONCEPT

The Services shall commence with an initial conversion of an adequate sample selection of content to confirm the project specifications and volume assumptions listed in this SOW. Prior to processing all Records in scope, CLIENT shall have a maximum of five business days from the delivery of the POC to either accept, by signing the POC Approval Form, or reject the delivered POC output in writing. If the POC output is rejected, ACCESS shall endeavor to remedy the CLIENT's reasons for rejecting the delivered output by correcting the output or performing the POC again. Any changes to either the Scope and Deliverables or the Specifications Schedule will be documented and amended to this SOW. If changes impact the project pricing, a Change Order will be provided. Notwithstanding the foregoing, if CLIENT does not accept or reject the POC output within 15 business days., ACCESS will consider the POC output approved and prodded with the remaining project scope.

III. SCHEDULE AND TIMELINE

- 1. **Transportation and Custody Exchange:** Within ten (10) business days after execution of this SOW, the Goods & Services Contract, if not set forth herein, parties shall mutually agree to transportation, intake and imaging date(s) TBD per guidelines below,

Proof of Concept / Project – Start date	TBD
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- Do Pilot – Delivery 1 with 5 boxes or more based on a review and agreement.
 - Do other 4 other deliveries.
 - o Sets of Boxes are.
 - Septic (18)
 - Sewer(22)
 - Food, BOH, Pools, Camps and Beavers (16)
 - Misc By Address and Misc by License Holder/Business Name(19)
-
- 2. **Services:** Subsequent to the POC, a Project Services schedule will be proposed and agreed to as part of this SOW.

IV. INITIAL PRICE SCHEDULE



Access Information Management Corporation
500 Unitech Park Drive
Woburn, MA 01801

Client Entity: Town of Andover
Billing Address:
Don Miller
484 Broadway, #20
Andover, MA 01810
US

Delivery Address:
Don Miller
484 Broadway, #20
Andover, MA 01810
US

Prepared By: Brad Walker
Email: brad.walker@accesscorp.com

Contact: Don Miller
Email: don.miller@andoverma.us
Quote Expiration Date: 2/25/2024
Expected Service(s) Start Date: 3/1/2024

Notes:

Branch	Estimated Cubic Feet
Boston MA	50.0

One-Time Services	Unit Price	Unit of Measure	Est. Quantity	Total
Project Imaging - Database Set Up	USD 1,000.0000	Per Database	7	USD 7,000.0000
Standard Delivery / Pickup	USD 40.0000	Per Trip	4	USD 160.0000
Transportation Handling - Container (per cu ft)	USD 2.7640	Per Cubic Foot	90.0	USD 268.7600
Add New Container (per cu ft)	USD 2.2500	Per Cubic Foot	90.0	USD 202.5000
Project Management - Project Imaging Service	USD 150.0000	Per Hour	16.0	USD 2,400.0000
Project Imaging Services - Scan Only (Standard / Black & White)	USD 0.0650	Per Image	134,000	USD 8,890.0000
Project Imaging Services - Scan Only (Oversized)	USD 2.2500	Per Image	5,035	USD 11,317.5000
Project Imaging Services - Document preparation per hour	USD 31.9200	Per Hour	184.3	USD 5,882.8800
Project Imaging Services - Indexing (Onshore Pricing)	USD 0.0114	Per Keystroke	727,650	USD 8,295.2100
Portable Hard Drive	USD 456.0000	Per Cubic	1	USD 456.0000
			TOTAL:	USD 37,525.1200

Additional Services	Unit Price	Unit of Measure
Decontamination - Certified Dried Container (per cu ft)	USD 5.7000	Per Cubic Foot
Scan on Demand - Next Day Digital Delivery - per file	USD 11.4000	Per File
Container storage - (per cu ft)	USD 0.4384	Per Cubic Foot
Access Storage Container (10K/20K/15)	USD 3.6000	Per Item
Labor (per hour)	USD 67.1000	Per hour
Retrieve Container (per cu ft)	USD 3.6300	Per Cubic Foot
Radio container (per cu ft)	USD 3.6300	Per Cubic Foot
Minimum Monthly Storage	USD 111.0500	Per Invoice
Removal Removal Container (per cu ft)	USD 5.7000	Per Cubic Foot
Removal Removal - Account Termination - Containers	USD 11.4000	Per Cubic Foot

This quote is based on client provided volume estimates and may change upon finalization of the Statement of Work.
Quote Number: Q-204436

Currency and Tax. Pricing is quoted in US dollars and is exclusive of all taxes.

V. SPECIFICATIONS SCHEDULE

CLIENT Records shall be processed according to the following specifications. Once the POC is complete or at the CLIENT'S request, specifications may be updated. Changes to the Specifications will be evaluated for impact to project timeline and project pricing.

VOLUME ESTIMATES

Measure	Quantity	Based On
Boxes	75	CLIENT provided
Standard Images	134,000	CLIENT provided AND estimate lowered
Large Format Images	5,036	CLIENT provided
Total Images	139,036	Standard Images + Large Format Images

PROJECT SPECIFICATIONS

Task	Rules/Specifications
Packing Records	<ol style="list-style-type: none"> a) Boxes/carts will be provided by CLIENT b) All records will contain a unique [CLIENT and/or ACCESS] barcode label c) [Item and/or Box] labels will be provided to CLIENT by [ACCESS]. d) Records will be packed into [Boxes/Carts] by [ACCESS/CLIENT] at CLIENT site e) Records will be staged/stacked for pickup – four separate trips
Transportation	<ol style="list-style-type: none"> a) Transportation will be provided by ACCESS as outlined by the project team and CLIENT b) CLIENT will ensure the following requirements have been met prior to ACCESS arrival at CLIENT site for pickup: <ul style="list-style-type: none"> • Onsite requirements (ex: COVID protocols) have been provided to ACCESS at least 1 business day in advance of scheduled pickup. • Freight elevator scheduled during business hours for scheduled pickup window(s). • Loading dock scheduled during business hours for scheduled pickup window(s).
Custody Exchange	<ol style="list-style-type: none"> a) Instructions –CLIENT will provide a(Excel/txt) listing of all Records and will include the following fields/columns at minimum: <ol style="list-style-type: none"> a. Client Box ID/Barcode b. Item ID/Barcode c. Item metadata fields b) ACCESS will scan Access provided box barcodes to Work Order for each box picked up which will show custody of box to Access c) Upon arrival at ACCESS facility, ACCESS will scan the barcode of each item and reconcile against CLIENT provided electronic listing. A reconciliation report will be provided to the CLIENT to confirm all items received as well as any exceptions. d) For any items that are not on the client listing, ACCESS will capture the following minimum information in order to complete the custody exchange process: <ul style="list-style-type: none"> • Client Item Barcode – scanned from barcode label • Client Item Description – from item label e) CLIENT will review exceptions and confirm action with ACCESS.

Task	Rules/Specifications
Records Preparation	<p>ACCESS will:</p> <ol style="list-style-type: none"> Generate Intelligent Barcodes ("Smart Sheet") from the reconciled custody exchange listing if this was provided, or if no listing available generate Generic barcodes sheets to use at the file level during preparation. If electronic list was provided, Match a Smart Sheet to each item by comparing the Smart Sheet item ID with the item ID on the physical item. Prepare the physical item for scanning by: <ul style="list-style-type: none"> Inserting, whichever is applicable: either additional Smart Sheets or additional Generic Barcodes (separator/marker sheets) will be inserted for each section, large format, etc. Removing staples, bindings, paper clips Remove/discard post-it "flags" that have no content on them Affix post-it notes or other small items with content on them to a blank spot on the page or to the back of the page, ensuring that no existing information is covered. No documents or pages will be moved or corrected. Pages will be scanned in the same order they are received. Any non-scannable items will be placed in an envelope for return to the CLIENT.
Digitization	<p>Access Standard Digitization Package</p> <ul style="list-style-type: none"> DPI: 300dpi Document splitting: Yes (see Indexing) Color Mode: Color-detect OCR:No Advanced Compression: No Large Format Handling: As separate document
Data Privacy	<p>ACCESS will process CLIENT's Records solely for the purpose of performing the services specified in the Agreement and this SOW, and in accordance with CLIENT's documented instructions, Provided, however, ACCESS may deploy artificial intelligence ("AI") as Records are digitized to build or improve the quality of ACCESS' services. In its deployment of AI, Client Records will not be copied, exported, exposed to any other client or to any third party, or saved in any readable or usable form.</p>
Indexing	<p>ACCESS will:</p> <ol style="list-style-type: none"> Split documents electronically based on indexing criteria below. Capture fields per "Indexing and Data Capture Specifications" table below and page 1 item 10. <p><u><i>Automated processes like data extraction and document classification may be utilized to complete the indexing.</i></u></p>

Task	Rules/Specifications
Delivery of Digital Records	<ul style="list-style-type: none"> a) Multi-page TIFF will automatically be named using the electronic file listing, section assignment and the unique identifier assigned to each file as specified in the "Sections and Naming" table. b) Multi-page TIFF will be grouped in the folder structure per the "Sections and Naming" table and released by a Release Batch folder. c) A metadata csv file will be provided to CLIENT for each Release Batch. The metadata file will contain the following fields: <ul style="list-style-type: none"> a. UID b. Project ID c. Collection Name d. File Name/ID/UWI e. Section Name f. Scan Operator g. Scan Date h. PDF Name i. Batch ID j. Transaction ID k. Release Batch ID l. Image Count m. Original Output Location d) Release batches will be delivered by Access, via SFTP site as defined earlier in this SOW. Delivery will typically start at the end of the day to run through the evening and be available for download the next day, depending on availability of SFTP site, size of Release batch and data transfer speeds. e) A final reconciled listing of all files scanned will be provided the CLIENT at the end of the project.
De-Preparation of Records	<p>ACCESS will perform:</p> <ul style="list-style-type: none"> a) Standard De-Prep: Place pages secured with rubber band back into original box.. All separator and marker sheets will remain in the content. Physical large format pages will be placed at the back of the original container with marker sheets indicating where they resided in the original content. Original file folders will be placed at the back of the box.
Post-Digitization Records Handling	<p>Once CLIENT has had images for thirty days</p> <ul style="list-style-type: none"> a) Records will be returned to the CLIENT or Records will be transitioned or returned to ACCESS storage services. <p>UPON PROJECT COMPLETION:</p> <ul style="list-style-type: none"> b) ACCESS will provide the CLIENT with a final reconciliation listing of all Records completed, matching the digital delivered Records with the original validated physical Records. c) ACCESS will provide the CLIENT with a Project Completion Form which indicate that the project has been completed and closed.

INDEXING AND DATA CAPTURE SPECIFICATIONS:

Div	Document Type	Organization	Other
Health	Animal	Name (Business) and Date (Year Range or Year or Date)	
	Asbestos Permit	Address and Year or Year Range or Date	
	Beach	Name (Business) and Date (Year Range or Year or Date)	
	Beaver	Address and Year or Year Range or Date	
	BOH Meeting	Date	
	BOH Packets	Date	
	Body Art	Name (Business) and Date (Year Range or Year or Date)	
	Burial	Name (Business) & Permit#	
	Complaints	Address and Year or Year Range or Date	
	Day Camp	Name (Business) and Date (Year Range or Year or Date)	
	Drain Layer & Disposal Works	Name (Business) and Date (Year Range or Year or Date)	
	Dumpster, Temp Dumpster	Address and Year or Year Range or Date	
	Food Service Plan Review	Name (Business)	
	Food Permits Open	Name (Business)	9 Sub- folders
	Food Permits Closed	Name (Business)	9 Sub- folders
	Food Special Event	Name (Business)	
	Food Temporary	Name (Business)	
	Funeral Director	Name (Business)	
	Historical	Name and address	
	Hauler - Septage and Garbage	Name (Business) and Date (year or Year Range)	
	Hypodermic Syringe Storage/ Use	Name (Business) and Date (Year Range or Year or Date)	
	Special Projects/ Tobacco Control/ Hazmat	New Category of Documents	
	Motel	Name (Business) and Date (Year Range or Year or Date)	

Document Type	Organization
Misc Permits	Address and Year or Year Range or Date// Or Name (Business) and Date (Year Range or Year or Date) Name (Business) and Date (Year Range or Year or Date) Name (Business) and Date (Year Range or Year or Date)
rDNA	Name (Business) and Date (Year Range or Year or Date)
Retail Tobacco	Address and Year or Year Range or Date
Septic Pumping	Address and Year or Year Range or Date
Sewer	Address and Year or Year Range or Date
Swimming Pool	Name (Business) and Date (Year Range or Year or Date) Name (Business) and Date (Year Range or Year or Date)
Title 5 inspections	Address and Year or Year Range or Date
Trench	Address and Year or Year Range or Date
Tobacco Control	Name (Business) and Date (Year Range or Year or Date)



IN WITNESS WHEREOF, each of the Parties has caused this SOW to be executed by its duly authorized representatives as of the last signature date below.

ACCESS

CLIENT

Street Address 4 First Avenue

Street Address _____

City, State Zip Peabody, MA 01960

City, State Zip _____

Print Name: Rich Langtry

Print Name: _____

Title: Vice President

Title: _____

Signature: 

Signature: _____

Date (MM/DD/YYYY): 2/15/2024

Date (MM/DD/YYYY): _____

