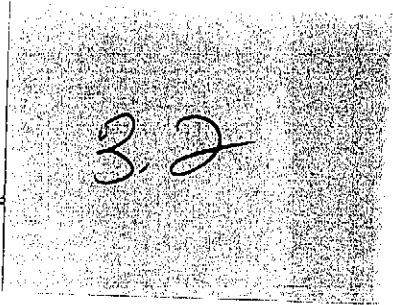


AGREEMENT FOR IT SUPPORT SERVICES
BY AND BETWEEN THE TOWN OF TOWNSEND
RADIO ENGINEERING ASSOCIATES



The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Chief Procurement Officer, hereinafter referred to as "Town", and Radio Engineering Associates with an address of 79 Tyler Road Townsend, MA, hereinafter referred to as "Contractor", effective as of the 1st day of July, 2010 and to expire on the 30th day of June 2013. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with IT Support Services. The Contractor shall perform all work in accordance with the specifications contained in Attachment A.

ARTICLE 2: COMPENSATION:

The Town shall pay the Contractor for the performance of the work in monthly installments to equal the annual amount as agreed to below, subject to annual appropriate:

FY11 July 1, 2010 to June 30, 2011	\$40,000.00
FY12 July 1, 2011 to June 30, 2012	\$42,000.00
FY13 July 1, 201 1 ² to June 30, 2013	\$44,000.00

ARTICLE 3: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions permitted by this Agreement or law.

ARTICLE 4: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 5: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 6: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 7: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 8: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

ARTICLE 9: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

The Contractor shall provide the Town with copies of the certificates of insurance.

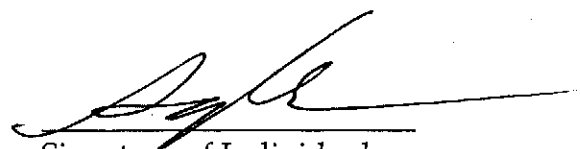
ARTICLE 10: REIMBURSEMENT OF EXPENSES:

If the Contractor or his staff - after receiving permission from the Chief Procurement Officer - purchases hardware or software necessitating reimbursement, then the Contractor shall issue a bill for reimbursement to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

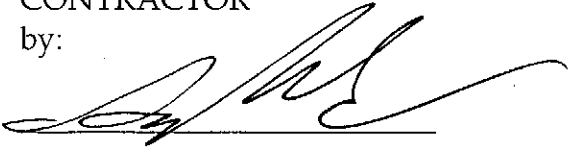


Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

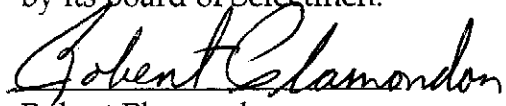
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR
by:

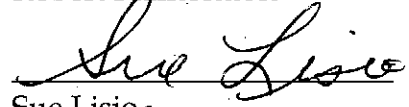


Stephen A. Carter, President
Printed Name and Title

TOWN OF TOWNSEND
by its Board of Selectmen:



Robert Plamondon



Sue Lisio



Nicholas Thalheimer

Approved as to Availability of Funds:

Town Accountant

Attachment 1 – IT Support Services and Specifications for the Town of Townsend

The contractor will be responsible for troubleshooting and correcting computer and software problems and maintaining and upgrading the Network to prepare for future needs and to prevent technical difficulties. Specific responsibilities include, but are not limited to, the following:

- Computer operating system specification, administration, installation, debugging, support and upgrading using Windows 2000, Windows XP and Unix at all Town facilities where computers are located.
- Computer applications administration, installation, debugging, support and upgrading on all of the above operating systems.
- Computer hardware specification, construction, repair, upgrades, configuration, maintenance. Parts to be provided by the Town.
- User account creating, deletion and maintenance.
- Unix and Windows File Server installation, upgrading, maintenance of several file servers.
- Email installation, administration, debugging and maintenance.
- Unix email server administration of several email servers.
- Regular on-site system backup of all servers and critical data
- Off-Site backup of above data and off site storage of same
- Geographic Information System (GIS) database administration, conversion of property databases to GIS-compatible database, indexing and linking of all converted database to a single GIS project.
- Creating and writing of software utilities as necessary for various functions including database conversion.
- Proactive correction of computer and server problems with an on-site response within 1 hour for critical problems or outages.
- Printer administration, configuration, specification and installation.
- 20 Static, Routable IP addresses
- Design and administration of Network Firewall Software with port by port and system by system access control, revectoring of ports for controlled access to systems behind the firewall using a single routable IP address mapped to multiple systems.
- Implementation and Administration of the UCE (Unsolicited Commercial Email – AKA spam) filter and blocking system.
- Administration of the Town's Virtual Private Network.
- Domain Name Hosting and Service for up to 20 Domain names including server setup, domain registration and all related items.
- Web Site Hosting for up to 20 Town and Town Related Web Sites; 100 megabyte storage including setup of web site, server and related directories, entries and configuration.

- Administration of the Town Wide Wireless Network.
- 24/7 Network Monitoring of the following and monitored outage or trouble alarms with appropriate response for problems of the following:
 - Availability and Proper operation of critical systems on the Network
 - Speed of network access including all wireless network end points, access to the Internet with proper routing to specific points.
 - Availability and proper operation of proxy servers, mail servers, gateways, web servers that are connected to the network.
- Proactive correction of network problems with an on-site response within 1 hour for critical problems or outages.
- Web, DNS, Proxy and backup Email server and service. Server to be located at Town Hall.
- Configuration and maintenance of backup DNS server for all Town and related domains, connected to a separate network for reliability
- 99% network reliability and availability (measured constantly), including Internet connectivity.
- Administration of the backbone, physical network including switches, hubs, wiring, interconnects, etc. in all Town buildings. Each building can have its own local area network.
- Work directly with Town personnel. Vendor shall work directly with Town personnel and end users in all Town facilities to resolve problems.
- On-site availability during normal business hours.
- 24/7 On-call support to Town personnel to resolve problems and answer questions



Office of the
BOARD OF SELECTMEN
272 Main Street
Townsend, Massachusetts 01469

Robert Plamondon, *Chairman*

Sue Lisio, *Vice-Chairman*

Nicholas Thalheimer, *Clerk*

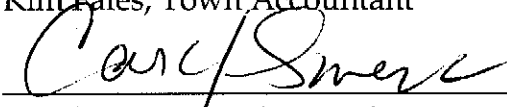
Andrew J. Sheehan,
Town Administrator

Office (978) 597-1701
Fax (978) 597-1719

DATE: August 4, 2010

TO: Kim Fales, Town Accountant

FROM:


Carolyn Smart, Selectmen's Executive Secretary

RE: **IT SUPPORT SERVICE CONTRACT**

At the meeting of the Board of Selectmen held on August 3, 2010 the Board reviewed and approved the three-year contract for IT Support Services with Radio Engineering Associates. Attached is the original contract for signature by the Town Accountant and in addition I have attached a copy of the R.F.P. and related procurement documentation. Please sign the contract and forward back to my office at your earliest convenience.

As soon as the meeting minutes have been approved, I will forward to your office.