

REQUEST FOR PROPOSAL

Tourism Website Design, Content Management System, Social Media Services

RFP #:	26-26
Proposals Due:	Thursday, October 2, 2025 at 12:00 PM
Proposals Due to:	Lexington Town Offices- Purchasing Office 1625 Massachusetts Ave. Lexington, MA 02420

Contact

Elizabeth Mancini, Purchasing Director
v: 781.698.4628
f: 781.861.2794
emancini@lexingtonma.gov

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LEGAL NOTICE

Request for Proposal

RFP # 26-26 Tourism Website Management and Marketing

The Town of Lexington, acting through its Town Manager, is seeking proposals from qualified firms to provide website management, Google ad creation, ITT, customer relationship management and content creation of social media and blogs for its tourism website.

Separate Price and Non-Price Proposals pursuant to M.G.L c.30B s.6 are required. Proposals must be in sealed envelopes plainly marked on the outside: "RFP #26-26 Tourism Website Management and Marketing" and delivered to the Town of Lexington Purchasing Office at 1625 Massachusetts Avenue, Lexington, MA 02420, no later than 12:00 PM on Thursday, **October 2, 2025**.

Bid documents will be available online on or after Thursday, September 11, 2025 at www.lexingtonma.gov/bids.

The Town of Lexington reserves the right to accept or reject any and all proposals, in part or in whole, should it be in the public interest to do so. This contract will be awarded to the lowest responsible and responsive vendor offering the most advantageous proposal in accordance with Massachusetts General Law c.30B s.6.

Advertisements placed as follows:

Newspaper	Published:	Thursday, September 11, 2025
COMMBUYS	Published:	Thursday, September 11, 2025
Town Posting	Posted:	Thursday, September 11, 2025
Goods and Services	Published	Monday, September 15, 2025

GENERAL INFORMATION

1. OVERVIEW

This is a Request for Proposals (RFP) issued by the **Town of Lexington** to secure the provision of goods and/or services pursuant to M.G.L. c. 30B, s. 6.

The **Town of Lexington, 1625 Massachusetts Avenue, Lexington, MA 02420** seeks proposals for website management and marketing services.

Proposal documents will be made available through the Town's website www.lexingtonma.gov/bids and clicking on "Current Open Bids" and completing the request for bid documents.

2. INQUIRIES

Direct all inquiries to Elizabeth Mancini via email- emancini@lexingtonma.gov. No inquiries will be accepted within two days prior to the proposal deadline. Responses to inquiries that affect all bidders will be issued as addenda. Nonbidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued. Non-bidding parties should not distribute this for use as an official bid document, only the Town will issue official bid documents. Note: We do not distribute "official" documents to non-bidders nor do we advertise outside of the newspaper and Government Required Central Register/Goods and Service Bulletins.

3. ADDENDA

Written addenda issued by the Town of Lexington will be e-mailed to all parties that the Town of Lexington is aware have requested documents as necessary using the contact information provided to the Town of Lexington. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Bidders should contact Elizabeth Mancini via e-mail or phone if they believe an addendum has not been received.

HOW TO SUBMIT A PROPOSAL

4. PROPOSAL SUBMITTAL

Separate Price and Non-Price Proposals must be in sealed envelopes and clearly marked:

- "Tourism Website Management and Marketing #26-26 **Price Proposal**" and
- "Tourism Website Management and Marketing #26-26 **Non-Price Proposal**".

On the "**Price Proposal Form**" the bidder shall specify prices in both words and figures, in ink or typed. In case of discrepancy between the words and figures, the written words shall govern. Price Proposal envelopes will remain sealed until the "**Non-Price Proposal**" has been evaluated.

The bidder shall submit one (1) copy of the Non-Price Proposal and one digital copy on a flashdrive or similar. The digital copy must be in the sealed envelope- emailed copies will not be accepted.

Each shall clearly indicate the name and address of the bidder.

Proposals must be filled and signed as directed therein, addressed to:

**Director of Purchasing
1625 Massachusetts Avenue
Lexington, MA 02420**

Proposals must be signed as follows:

- **If the bidder is an individual**, by her/him personally;
- **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

5. COMPLIANCE WITH RFP

Bidders must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **Bid Price Form**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. The Town of Lexington may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of the **Bid Price Form**, yet the intended correct bid is not similarly evident.

NOTE:

- Any proposal which fails to include the information or documentation specified in the proposal submission requirements will be considered nonresponsive, shall be rejected and shall not be evaluated further.
- Any proposal which includes information on the Non-Price Proposal forms that does not meet minimum specifications for the information required on the form will be considered non-responsive, shall be eliminated from the competition and shall not be evaluated further.

6. FORM OF BID

Pricing must be submitted on the **Bid Price Form** provided and must contain all the required enclosures itemized in Section 7 below.

7. REQUIRED PROPOSAL DOCUMENTS

All proposals are **required** to contain the following forms fully completed and signed:

- ☐ **General Bid Form** (*Form A*)
- ☐ **Statement of Competency -- with list of references** (*Form B*)
- ☐ **Bid Price Form** (*Form C*)
- ☐ **Non-Price Proposal** (*see page 17 for submission requirements*)
- ☐ **A fully executed and signed Contract** (*Form D*)
- ☐ **W9**
- ☐ **Applicable Insurance Certificates**

8. MODIFICATIONS TO PROPOSALS

A bidder may correct, modify, or withdraw a proposal by written notice received by the Town of Lexington no later than the close of business on the day before the proposal deadline. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the **General Bid Form** or a surrogate so authorized in writing.

After the proposal deadline, a bidder may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Lexington or fair competition as determined by the Town of Lexington.

9. PROPOSAL DEADLINE AND DELIVERY INSTRUCTIONS

Sealed proposals will be accepted at **The Town Office Building, 1625 Massachusetts Ave., Lexington, MA 02420 until 12:00 PM on Thursday, October 2, 2025.** Specific delivery instructions are as follows:

- Proposals sent via mail or courier should be addressed to Elizabeth Mancini, Purchasing Director, 1625 Massachusetts Ave, Lexington, MA 02420.
- Proposals NOT sent via mail or courier should be hand-delivered to the Procurement Lock-Box, top floor (outside the Comptroller's Office) Town Office Building, 1625 Massachusetts Ave, Lexington, MA 02420. The Lock-Box will be checked for bids at the specific due date and time.

It is the sole responsibility of each bidder to ensure timely receipt to the delivery location. Late proposals will not be accepted.

RFPs will be opened privately and evaluated. Price Proposals are opened privately after non-proposal evaluations.

Unforeseeable Deterrents - If at the deadline for receipt of proposals, the designated site is unavailable due to circumstances beyond the control of the Town of Lexington, the deadline will be automatically postponed (with or without notice to potential bidders) until 12:00PM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the solicitation will be formally postponed with notification to all parties provided bid documents by the Town of Lexington. Proposals will be accepted until any postponement time.

AWARD AND CONTRACT

10. RULE OF AWARD

An award will be made as follows:

An award will be made to a responsive, and responsible bidder offering the most advantageous proposal for the goods and/or services that are the subject of this RFP (subject to the Town's budget appropriation).

An Evaluation Committee will review the **non-price proposals**. The non-price proposals will be evaluated without knowledge of prices.

11. INTERVIEWS

The Town may hold interviews with all qualified respondents after the evaluation of the non-price

proposals, if deemed necessary.

12. TIMEFRAME FOR AWARD

All bid prices submitted in response to this RFP must remain firm for 30 (thirty) days following the proposal deadline or until a contract is executed, whichever occurs first.

13. RESERVED RIGHTS

The Town of Lexington reserves the right to:

1. Cancel this RFP at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
1. Accept or reject, in whole or in part, any and all proposals as permitted by law.
2. Award contracts as it deems best serves the interests of the **Town of Lexington**.
3. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of **the Town of Lexington**, while also being non-prejudicial to the interests of fair competition.

14. CONTRACT

A signed contract will result from this RFP, and will remain in effect for the duration of the project. The Town shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

BIDDER PROPOSAL REQUIREMENTS

15. PERFORMANCE CAPABILITIES

Bidders must be capable of providing the specified services on schedule and provide any support services in a professional and workmanlike manner.

Time of performance is critical to this RFP. Bidders must reassure the **Town of Lexington** of their capacity to perform within the timeframe set out in this RFP.

16. REFERENCES

Bidders must provide a list of references. Use a separate sheet(s) clearly marked "**REFERENCES**" to provide the following information for each reference.

1. Customer Name
2. Years as a customer
3. Street
4. City, State, Zip
5. Contact Person
6. Telephone number

Poor references may be used as a basis for determining that a **VENDOR** is not a responsible bidder. The **Town of Lexington** may act as its own reference.

PRODUCT AND PERFORMANCE TERMS

17. METHOD OF ACQUISITION

The Town of Lexington will issue purchase orders on behalf of the **Town of Lexington, as well as any and all other Town of Lexington Departments if they deem the contract useable.**

18. INVOICING

Selected Vendors must direct all invoices to the Economic Development Department.

The Town of Lexington is tax-exempt. Sales taxes and finance charges will not be paid.

Invoices must contain, or be accompanied by, the following information:

- The Town of Lexington Purchase Order number
- The Town of Lexington Contract Number
- Department that was Serviced
- Contact that Ordered Service
- Quantity Purchased
- Item Number and Description
- Unit Price per Vendor's bid
- Extended Price
- Total Price
- Total Amount Payable

19. PAYMENT

The goods and/or services procured through this RFP are funded by the Town of Lexington on an indirect payment basis. Payment shall be made upon approval of a submitted invoice. Please note the Town is unable to pre-pay for goods or services which have not been rendered.

APPENDIX A – PRODUCT SPECIFICATIONS

Introduction

The Town of Lexington's Economic Development Office hereby requests proposals from agencies with website management, Google Ad creation, OTT, Customer Relationship Management, and content curation of social media and blogs experience to provide services to manage its main destination website, and social media platforms.

The Lexington Economic Development Office (EDO) plays two important roles regarding tourism in Lexington. The first is to operate the Lexington Visitors Center and the programs run out of that building, including the Liberty Ride Trolley Tour and guided Battle Green Walking Tours. The Visitors Center relies on revenue from merchandise sales and ticket sales to operate. The EDO also serves as the marketing arm for tourism in Lexington. The EDO markets Lexington as a place for tourists to shop, dine, and stay through the Tour Lexington website, advertising in local and national media channels in radio, tv, and social media platforms, and finally through industry networked promotion through the local Destination Marketing Organization (DMO) and the State Marketing Organization.

The official destination website <https://www.tourlexington.us/> was released in 2024 as a centralized page for visitors to book tours for our Liberty Ride Trolley Tour and Battle Green Walking Tour. In addition to booking tours, Tour Lexington also provides information about Lexington's retail amenities, events happening in Town, Lexington's Cultural District Designation, and a section about Lexington's 250th anniversary celebration of the Battle of Lexington and Concord. Tour Lexington received over 100,000 users and 350,000 page views from July 1, 2024, through June 30, 2025. The website is run on WordPress. The Economic Development Office also utilizes Instagram, Facebook, X, and YouTube for marketing purposes. The successful proposal will maintain the current website, while bringing analysis on how we can maximize our website and marketing potential.

Our audience for this site is very diverse: visitors from the area, people travelling for business, US and international tourists, school groups, history buffs, and more. We need to provide useful, engaging content for all of these people, many of whom speak little or no English.

We want people to visit, shop, eat, and stay in Lexington, but it is important to show it in the

context of its neighbors – Concord, Minuteman Historical Park, Boston, etc. Lexington is most famous for the events of April 19, 1775, which is why many people visit, but we also want to showcase the rest of its history, and its current status as a vibrant community for visiting, as well as living and working in.

In this digital age, it is vital that Lexington has a detailed, eye-catching, and intuitive tourism website in its marketing arsenal. This includes a well-maintained website and engaging social media platforms.

Current Social Media Platforms used by Lexington EDO:

Instagram: <https://www.instagram.com/visitlexingtonma/>

Facebook: <https://www.facebook.com/visitlexingtonma/>

YouTube: <https://www.youtube.com/@VisitLexingtonMA>

X: <https://x.com/businesslex>

Goals – Website Maintenance/Content Curation

1. Help the Visitors Center create a world-class experience for visitors and set them apart from other local tourist destinations and providers.
2. Maintain current website backend updates and operations
3. Provide some history and context to why Lexington is historically important
4. Provide itineraries for those planning trips.
5. Provide content that is interesting and usable for our diverse visitors – ages, languages, cultures, abilities.
6. Provide data from a Customer Relationship management system that shows page views and website use.

Goals – Social Media Curation

1. Provide weekly content highlighting Lexington in a favorable light.
2. Provide content that informs and engages users to come tour Lexington.
3. Encourage people to visit Lexington and help plan their stay.
4. Encourage people to explore more of Lexington and take part in town events.
5. Highlight Lexington's shops and restaurants
6. Highlight Lexington's active arts and cultural resources
7. Highlight lodging options in Lexington

Goals – Targeted Ad Campaigns

1. Strategically place Google Display ads to encourage clicks and interest in Tour Lexington.
2. Strategically place Google Search ads to encourage clicks and interest in Tour Lexington.
3. Design and place ads in YouTube, OTTs and other video content channels to attract more local foot-traffic on the website as well as tour bookings.

Goals- Customer Relationship Management (CRM)

1. Currently the Town is using Constant Contact for newsletter and outreach. The goal of the CRM would be to develop a strategic communication tool that would integrate automated emails to visitors from the point they browse the website till after they visit Lexington. Develop a list that would help us get repeat visit and new visitors.
2. An integrated Chatbot pop-up on the website to help visitors navigate the website and receive instant information or get connected to the Visitors Center Tourism Advisor to help them with their questions.

Scope of Work

The scope of work for selected agency will include but not limited to the following activities:

1. Create social media and blog content regarding Lexington's retail, historical, cultural assets and events.
2. Utilize Google Advertisements to create ad campaigns to target potential visitors.
3. Maintain the Tour Lexington website and provide bug fixes, maintenance support to Town of Lexington Staff.
4. Ensures the website can maintain language-specific sub-domains and have content translated into English, Dutch, French, Spanish, Portuguese, German, Italian, Hindi, and Mandarin.
5. Maintain Search Engine Optimization and Social Media integration and handling
6. Provide Google Analytics Integration.
7. Google Map and Calendar Integrations .
8. Integrate Content Management System.
9. Maintain/Provide Site-wide SSL certificates.
10. Offer web support to the Lexington staff and the websites users.
11. Offer developer support for Google Analytics integration and conversion set-up
12. Ensure that Website is fully functional on all mobile and tablet devices. Maintain thumb-friendly navigation.
13. Should also include data protection policy, terms and agreements.

14. Integrate any and all Tourism branding and logos.
15. Should be accessible and ADA compliant, maintain a WCAG 2.1 Level A and Level AA rating.
16. Integrate Over-The-Top streaming capabilities.
17. Able to provide customer relationship management insights and data.

Website Features

The current Tour Lexington Website features:

1. A home page with bright colors and the ability to move to different landing-pages.
2. Banner with live images and videos.
3. Section for booking tours, and building itineraries for spending time in Lexington.
4. Landing page for different shopping, cultural, outdoor, and other amenities.
5. A landing page for Lexington's Cultural District, with map of cultural and artistic highlights.
6. A landing page for businesses and community groups to post events.
7. A landing page about Lexington's 250th anniversary of the Battle of Lexington and Concord and the future.
8. A landing page for miscellaneous items such as applying for a job, blogs, getting around Lexington and a contact form.
9. Visitor Review section.
10. Links to downloading the Tour Lexington Application.
11. An editable map with the ability to plan your own trip.
12. Links to Lexington's social media webpages
13. Links of other tourism bureau related websites and stakeholder websites
14. Booking tools

Term of Contract

The Town anticipates a guaranteed one-year contract (effective upon contract execution) with two, one-year optional renewals to be exercised at the Town's sole discretion.

NON-PRICE PROPOSAL SUBMISSION REQUIREMENTS

The **Non-Price Proposal** must clearly be marked: “**Tourism Website Management and Marketing RFP #26-26**”

The **Non-Price Proposal** must include the following:

1. Proposals must include a **letter of transmittal** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for thirty (30) calendar days from the opening date of the proposals, until a contract is executed or until this bid is cancelled, whichever occurs first. The transmittal letter also must acknowledge any and all addendums filed under this Request for Proposals (RFP).
2. Proposals must have a **table of contents** to easily identify where the requested information can be found.
3. **Contact information** must include name, address, telephone number, fax number, and email address of the individual(s) submitting the bid, and those who may be contacted regarding the submission, and the individual who is authorize to contractually bind the company.
4. A general **company profile** and list of **key personnel** who will be responsible for providing services to the Town under this contract. Resumes for key personnel must be included.
5. The identification of any and all **Vendors/Consultants** who will work with the Bidder, with resumes attached.
6. **Project Narrative** including your approach to objectives, specific elements, and tasks associated with services, delineating how the bidder shall fulfill the Scope of Services (Appendix A).
7. **Related Experience** must include a representative list of other clients for whom such services are being provided or have been provided. For each, provide the following: the client’s name, address, telephone number, fax number, contact person, and a brief description of the actual work performed.
8. The bidder must explain what information (if any) will be **Required from the Town** in order to implement the services to be provided.
9. Any **other information** that the bidder considers relevant for the purpose of evaluating its qualification for the project. State whether the company has, under the laws of any province, territory, state, or country, in the last seven (7) years been declared bankrupt or made a voluntary

assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency.

PRICE PROPOSAL SUBMISSION REQUIREMENTS

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder. The sealed envelope must be clearly marked **“RFP #26-26 Tourism Website Management and Marketing– PRICE PROPOSAL”**. The price must remain firm for thirty (30) calendar days.

All Bidders are expected to complete and include in the **Price Proposal** envelope the following:

- 1) A completed **Bid Price Proposal Form (Form C- can be found on page 23)** Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a **conditional bid** and the proposal will be rejected.

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BASE/MINIMUM REQUIREMENTS

Each non-price proposal shall first be reviewed to ascertain whether or not the following Base Requirements have been met. Each non-price proposal meeting the Base Requirements shall be rated according to the Evaluative Criteria.

A proposal that does not meet all of the Base Requirements shall be deemed non-responsive and shall not be evaluated further.

- | | |
|--|--------|
| 1. All required documentation is submitted and signed | Yes/No |
| 2. Separate Price and Non-Price Proposals are received | Yes/No |
| 3. The proposal includes at least three (3) references | Yes/No |

Note: Poor references may be used as a basis for determining that a vendor is not a responsible bidder. The Town of Lexington may act as its own reference.

EVALUATIVE CRITERIA

Proposals which meet the Base Requirements and satisfy the Scope of Services (Appendix A) will be further evaluated based on the Evaluative Criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**. Criteria that will be used for comparative purposes are the following:

1. Relevant experience of proposer and/or proposed project staff:

- ☐ **Highly Advantageous:** The proposer has five (5) or more years of experience in the Website Maintenance, Social Media and content curation, and Customer Relationship Management Business
- ☐ **Advantageous:** The proposer has between three (3) and five (5) years of experience in Website Maintenance, Social Media, and Customer Relationship Management Business
- ☐ **Not Advantageous:** The proposer has less than three (3) years of experience in the Website Maintenance, Social Media, and Customer Relationship Management Business
- ☐ **Unacceptable:** The proposer has no experience.

2. Vendor Experience with Wordpress

- ☐ **Highly Advantageous:** Vendor has over five (5) years of experience working with Wordpress, and is able to provide back-end support for web content.

- ☐ **Advantageous:** Vendor has between three (3) to five (5) years of experience working with Wordpress, and is able to provide back-end support for web content.
- ☐ **Not Advantageous:** Vendor has less than three (3) years of experience with Wordpress, and is not able to provide back-end support for web content.
- ☐ **Unacceptable:** The proposer has no experience.

3. Vendor Experience with Ad Campaigns

- ☐ **Highly Advantageous:** Vendor has over five (5) years of experience working with Google Display and Google Search Ads.
- ☐ **Advantageous:** Vendor has between three (3) and five (5) years of experience working with Google Display and Google Search Ads.
- ☐ **Not Advantageous:** Vendor has less than three (3) years of experience working with Google Display and Google Search Ads.
- ☐ **Not Advantageous:** The proposer has no experience.

ASSURANCES & DELIVERY

The Town of Lexington or a departmental representative shall inspect the work and give directions pertaining to the work. The vendor or subcontractor shall notify the Town Manager or his/her representative of the time of starting work, interruptions and delays.

The Vendor shall keep the work under their personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without notice and clearance by the Town.

All materials, methods of delivery, and staff involved with delivery must comply with all applicable laws, statutes, policies, and regulations. Ignorance of any law, regulation, policy, or statute is not an excuse for non-compliance with those laws, regulations, policies, or statutes. This includes but is not limited to prevailing wage, MGL 30B, MGL 30 39m, and MGL 149.

Accessories & Insurance

- Insurance
 - Must provide the Town of Lexington with a copy of Insurance certificates documenting amounts of coverages for:
 - Public Liability and Property Damage Liability Insurance,
 - Comprehensive Vehicle Liability and Property Damage Insurance; and
 - Statutory Workman's Compensation Insurance.
 - Evidence of existing workers' compensation insurance policy must be provided in accordance with MGL Ch. 152, Section 25C and attached.
 - Insurance Requirements are attached below.
- Copy of W9 is required and must be attached.
- Non-collusion and fraud certification are required, must be signed, and attached.

INSURANCE REQUIREMENTS

The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/her self or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Lexington as an additional insured and amounts of such insurance shall be as follows:

A: Workers Compensation

Statutory State, Massachusetts

Coverage Limit, \$100,000 each employee

B. General Liability

1. Limits of Liability Combined Single Limit

Bodily Injury and Property Damage of \$1,000,000

2. Arrangement of Coverage
 - a. Premises Operations
 - b. Owners and Contractors Protective
 - c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.

Cross Liability

Professional Liability

C. Automobile

1. Limits of Liability
 - Combined Single Limit
 - Bodily Injury and Property Damage of \$1,000,000
2. Arrangement of Coverage
 - a. Employer non-owned
 - b. Hired Car
 - c. All Owned or Leased Vehicles

Said policies shall be so written that the Town of Lexington will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Town of Lexington before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures.

Insurance under which the Town shall be named as in "Insured" or as "Additional Interest" shall be carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts.

The Contractor shall indemnify and save harmless the Town, and all of its officers, agents, and employees from all suits, actions or claims of any character.

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OFFICIAL BID DOCUMENT

FORM A - GENERAL BID FORM

The accompanying **Statement of Competency** and **Bid Price Form** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This bid applies to the category(s) of goods and/or services marked with an "X" below.

☐ **Tourism Website Management and Marketing**

Vendor Name:			
Street:			
City:	State:	Zip:	
Phone:	e-mail:		
Web Address:			

Non-Collusion Statement

The undersigned certifies under 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.

Taxes Paid Certification

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/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

**Attach certificate of
corporate vote (if
required by Section 7)**

FORM B - STATEMENT OF COMPETENCY

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this RFP.

I further attest to the following assertions:

1. Bidder is an authorized provider of the services described herein.
2. The Bidder has been in business for a minimum of 5 years.
3. Provision of the items specified in this RFP is consistent with the Bidder's normal lines of business.
4. The Bidder is incorporated, and if required licensed, to do business in Massachusetts.
5. The Bidder will receive favorable ratings from the following references, **please attach a reference sheet as well per the "Reference" requirements.**

- ☐ _____ of _____, MA
- ☐ _____ of _____, MA
- ☐ _____ of _____, MA
- ☐ _____ of _____, MA
- ☐ _____ of _____, MA
- ☐ _____ of _____, _____
- ☐ _____ of _____, _____
- ☐ _____ of _____, _____
- ☐ _____ of _____, _____
- ☐ _____ of _____, _____

For the Bidder:

X _____

Name: _____

Title: _____

Date: _____

FORM C - BID PRICE FORM

The undersigned proposes to provide the services in accordance with the Scope of Services provided by the Town of Lexington in this RFP and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids.

Please submit pricing in the fields below. Pricing shall be inclusive of all costs necessary to complete the scope of services as described herein, including but not limited to material or printing expenses and local travel costs and related expenses.

The contract shall be for a guaranteed one-year term. Years two and three are optional and may be exercised at the Town's sole discretion.

Year One: \$ _____

Year Two: \$ _____ (optional)

Year Three: \$ _____ (optional)

The Bidder acknowledges the receipt of the following Addenda (list the number(s) of each addendum received: _____

Bidder: _____

Initials: _____

PAGE INTENTIONALLY LEFT BLANK

FORM D - CONTRACT

CONTRACTUAL AGREEMENT TO PURCHASE

26-26 Tourism Website Management and Marketing

* Required entry

ARTICLE 1

CONTRACTING PARTIES

1. **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the
Town of Lexington, and

_____, * [Vendor],
whose principal office address and state of incorporation are set forth in Section 10.2.

ARTICLE 2

SUBJECT OF AGREEMENT

2. **WHEREAS**, The Town of Lexington desires to retain the Vendor to provide goods and/or services to the Town, and the Vendor is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C, and the following Request for Proposal [RFP]:

RFP#: # 26-26 Tourism Website Management and Marketing

As it relates to provision of the items specified in Appendix A and as hereinafter set forth.

3. **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE VENDOR

3.1 The Town of Lexington hereby engages the Vendor, and the Vendor hereby accepts the engagement, to provide goods to and/or perform certain services for the Town, as described in Article 2.

3.2 In the performance of service under this Agreement, the Vendor acts at all times as an independent vendor. There is no relationship of employment or agency between the Town, on the one hand, and the Vendor on the other, and neither party shall have nor 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 Agreement which the parties view as consistent with their independent vendor relationship.

ARTICLE 4

SERVICES OF THE VENDOR

4.1 The Vendor will provide the goods and/or services as described in the RFP cited in Section 2 [the Work].

4.2 The Vendor shall report, and be responsible, to the Town or its designee as set forth on Exhibit B.

4.3 There shall be no modification to the list of goods, including substitutions of specific products offered in the Vendor's bid, or amendment of the scope of services provided for in this Agreement, without the prior written approval of the Town. The Town of Lexington shall be under no obligation to pay for any goods or services not so authorized.

4.4 The Vendor represents and warrants to the Town of Lexington as follows:

4.4.1 That it and all its personnel (whether employees, agents or independent vendors) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

4.4.2 That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

4.4.3 That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

4.4.5 That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

ARTICLE 5

TERM

5.1 The term of this Agreement shall commence on the date of its execution by both parties and continue until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Vendor's performance by the Town of Lexington, or until otherwise terminated as provided by this Agreement or the RFP.

5.2 The Vendor agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Vendor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE VENDOR

6.1 Compensation due the Vendor shall be paid as specified in section 27.

ARTICLE 7

TERMINATION

7.1 Either the Town of Lexington or the Vendor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

7.2 The Town of Lexington shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

7.3 In the event the Vendor terminates the contract for cause, it shall provide at least six months written notice to the Town.

7.4 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

7.4.1 The Town shall remain liable for payments for the services and/or expenses of Vendor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Town as a result of the Vendor's default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for lost profits on work not performed.

7.4.2 The Vendor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 The Vendor agrees to indemnify and save The Town of Lexington harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing the **WORK**, or any breach of the terms of this Agreement, which constitute an obligation of the Vendor. The Vendor shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of the Town expressed or not expressed in the **RFP** and with respect to this Agreement.

8.2 Before commencing **WORK**, the Vendor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.

8.3 The Vendor shall give the Town of Lexington 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become the property of the Town of Lexington. The Vendor shall immediately deliver or otherwise make available all such material to the Town.

9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the town of Lexington relating to this Agreement, its operation, or termination, shall be made only by the Town or its designated representative identified in **Exhibit B**.

9.4 This Agreement, together with its **Exhibits**, the **RFP** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Town of Lexington and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in **Exhibit B**.

9.5 In the event any terms and conditions of this Agreement conflict with those contained in the **RFP** and its **Addenda**, the **RFP** and its **Addenda** shall prevail.

9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith.

ARTICLE 10

SIGNATURES

10.1 For the Town of Lexington:

X
Signature

Name

Title

Date

X
Signature

Name

COMPTROLLER
Title

GL CODE(S)

10.2 For the Vendor:

X
* Signature

* Name

* Title

* Date

* Company Name



EXHIBIT A

List of Procured Items

The following list contains all items procured through and subject to this contract.

[illegible]

Initialed For:

Town of Lexington: _____

* Vendor: _____

EXHIBIT B

NOTICE ADDRESSEES

A.1 For Town of Lexington:

Elizabeth Mancini

Name

Purchasing Director

Title

1625 Massachusetts Ave

Street Address

Lexington, MA 02420

City, State, ZIP

781-698-4628

Phone

781-861-2794

Fax

emancini@lexingtonma.gov

e-mail

A.2 For the Vendor:

* Name

* Title

* Company Name

* Street Address

* City, State, ZIP

* Phone

* Fax

* e-mail

EXHIBIT C

ADDITIONAL AND SPECIAL TERMS AND CONDITIONS

The Town of Lexington and the Vendor agree that the following additional and special conditions apply to and shall be held in full force and effect during the term of this contract:

1. This is awarded to only one vendor for all goods and services listed in Appendix A and Form C.

Initialed For:

Town of Lexington: _____

* Vendor: _____

EXHIBIT D

ATTACHMENTS

Request for Proposal: # 26-26 Tourism Website Management and Marketing

1.0 Other Bid Documents:

- General Bid Form (Form A)
- Statement of Competency (Form B)
- Bid Price Form (Form C)
- Contract (Form D)
- Non-Price Proposal

2.0 Other Documents:

- **Insurance Certificate(s)**

OFFICIAL BID DOCUMENT