

**TOWN OF SOUTH HADLEY PLANNING AND CONSERVATION DEPARTMENT
REQUEST FOR QUALIFICATIONS/PROPOSALS FOR UPDATING
SOUTH HADLEY OPEN SPACE & RECREATION PLAN AND MASTER PLAN**

1.0 INTRODUCTION AND COMMUNITY BACKGROUND

Pursuant to MGL Chapter 30B, the Town of South Hadley ("the Town"), is seeking to engage a planning consultant (hereinafter referred to as "the consultant"), for the purpose of updating its 2010 Master Plan (hereinafter referred to as 'the Master Plan') and 2012 Open Space & Recreation Plan (herein after referred to as the OSRP) – collectively these plans may be herein after referred to as “the Plans”. Therefore, the Town is inviting qualified candidates to submit statements of qualifications and proposals for the updating of the Plans. It should be noted that Town Meeting has appropriated a total of \$95,000 in funding for this endeavor.

1.1 Lead Contact.

The Director of Planning & Conservation (“the Planning Director”) will be the lead contact for this project.

1.2 Community Profile

South Hadley is a suburban community of approximately 17,800 persons over 18.3 square miles lying along the eastern banks of the Connecticut River and bounded on the northern edge by the ridge of the Mount Holyoke Range. Located in the Pioneer Valley region of western Massachusetts, the community is situated approximately 8 miles north of Springfield and bounded by the City of Holyoke to the west, City of Chicopee to the South, the Town of Granby to the east, and the Towns of Hadley and Amherst to the north.

Founded in 1753, South Hadley’s history and culture can be traced to the pre-revolutionary era of New England history. As such, the community is rich in history and culture. Two areas have been designated National Historic Districts including the site of the first navigational canal in the United States. Mount Holyoke College, founded in 1837 is situated in the heart of the community.

Typical of suburban New England towns, South Hadley is overwhelmingly comprised of residential and open space land uses. Over 90% of the Town’s property tax revenues are derived from the residential land uses. According to a 2004 study by the Pioneer Valley Planning Commission, barely 2% of the total land is used for commercial or industrial purposes.

The Town's residential character is dominated by single-family uses, although multi-family uses (particularly condominiums) are an increasing share of the Town’s housing supply.

The Town operates under the Representative Town Meeting form of government. The legislative body consists of 120 members elected from the five precincts. The administration of general government is the responsibility of the five-member Selectboard with a full-time Town Administrator. All major departments are under the Town Administrator and

Selectboard including the Departments of Public Works, Inspections, Accounting, Police Department, and Planning & Conservation.

Numerous independently elected boards play significant roles in the administration of the Town's government, including, but not limited to:

- Five-member, elected School Committee administers local school affairs
- Nine-member Board of Library Trustees
- Three-member Board of Health
- Five-member Planning Board
- Five-member Electric Light Board
- Three-member Board of Assessors

Sanitary sewer and stormwater management systems are operated by the DPW under the Selectboard. However, several of the basic utility services are also provided by independent organizations. The South Hadley Electric Light Department, governed by the five-member Electric Light Board, manages the electric distribution system. Two separate Fire Districts provide the town with fire protection and water supply. These districts are governed by independently-elected Prudential Committees and serve separate, contiguous segments of the town.

2.0 OVERALL SCOPE AND ANTICIPATED OUTCOMES

2.1 General.

This project involves updating of the Plans. In particular, development of a new Master Plan is beyond the overall scope of this project. Accordingly, the Consultant will, to the extent feasible, utilize existing information, reports, and studies on file with the Town and/or provided by the Town. The Consultant will work closely with the advisory committees appointed for this project as well as the Planning Board and Town staff.

- a) *User-friendly documents.* The Plans and related reports and documents must be written and presented in such a way that they are “user-friendly” and adaptable over time. Where technical terminology is used, to the extent feasible and appropriate, the consultant is expected to succinctly describe the issue in words and form that are more readily understood by non-technical readers.
- b) *Digital/electronic copies.* Whenever the consultant is required to provide the Town with digital/electronic copies of reports, documents, and/or maps, said copies are to be in a format and manner directed by the Town's Representative.
- c) *Preparation and transmittal of meeting materials.* The consultant is responsible for preparation of all meeting materials. Meeting materials are to be provided to committee members and Town staff in a timely manner - sufficient for the persons to have an opportunity to review prior to the meeting.

2.2 Project Deliverables/Anticipated Project Outcomes.

The Town anticipates the following outcomes and deliverables, at a minimum, of this project:

- a) An impartial assessment of the progress made toward implementation of the Plans.
- b) An Updated Open Space & Recreation Plan approved by the State by June 30, 2019.
- c) An updated Master Plan including Implementation Program and guidance that is reflective of the progress and planning that has been achieved since 2010 and input derived through new community engagement as part of this and related projects.
- d) Each of the Reports/Plans are to include a succinct summary of the Report/Plan,
- e) A recommended method for the Town to measure the effectiveness of the implementation of the Plans' recommendations.
- f) All Project Deliverables are to be provided in printed format as well as in a digital format specified by the Local Contact. The digital format is anticipated to be a PDF that can be uploaded to the Town's website for broad distribution. A total of at least 15 copies of the Reports/Plans are to be provided to the Town.

2.3 Project Tasks.

At a minimum, the Town envisions this project involving the following tasks on the part of the Consultant with input from the advisory committees and Town staff:

- a) Development of a structure and schedule for completing the project according to the stated deadlines in this solicitation and the Consultant's proposed program provided in response to this solicitation.
- b) Development of a structure, tools, and plan for maximizing community engagement.
- c) Assemble and analyze data including development of maps where necessary.
- d) Provide guidance for implementing Plan recommendations and measuring the effectiveness of the implementation efforts.
- e) Preparation of two (2) documents – 1) Master Plan Update and 2) Open Space & Recreation Plan: 2019-2026.

2.4 Community & Organizational Engagement.

As described under Section 4.0 "Plan Updating Issues", Community & Organizational Engagement is a significant and major issue which needs to be addressed in the plan updating process. Accordingly, the Consultant will work with the Town to develop a process and tools to bring about this engagement which is to result in significant community input and awareness and better ensure that the various organizational entities in the Town will be encouraged to "buy into" the plan updates and recommendations. While the Consultant is to propose, based on their experience and expertise, specific tasks and tools for this element, the Town anticipates this element of the project will last throughout the project and will entail the following:

- a) Methods: The Consultant will propose a variety of methods and techniques for Community & Organizational Engagement which can reasonably be expected to achieve commonly-held values that will be the foundation for the resulting recommendations.
- b) Scheduling: the Consultant will be responsible for working with the Town staff to propose a schedule of meetings, events, and hearings for the project elements.

- c) Outreach: The Consultant will develop and implement an outreach plan to encourage participation by the community, neighborhoods, businesses, and municipal organizations. Town staff and the advisory committee will, to the extent feasible, assist in implementing the outreach plan.
- d) Internet and Social Media: the consultant will include internet and social media as part of the Outreach Plan. The Consultant may have primary responsibility for coordinating the on-line methods and other social media elements of the Outreach Plan. These tools are to be integrated with and operated through the Town's website.
- e) Validation of Existing Plan Principles and Goals: The Consultant is to provide for methods in the Community & Organizational Engagement efforts to obtain Community validation of the Existing Plan Principles as well as determination of new Plan Principles, Goals, and Recommendations as noted under Section 4.4 below.
- f) Priorities: As part of the Community Engagement, the Consultant will work with the Town to identify community priorities for the respective Planning Time Horizons (7 years for the OSRP and 10 years for the Master Plan Update). These priorities are to serve as the basis for the Town to evaluate proposed recommendations and strategies.

2.5 OSRP Requirements

The Open Space & Recreation Plan must meet all requirements for an OSRP as directed by the Massachusetts Division of Conservation Services.

2.6 Master Plan Updating Requirements

The Master Plan currently conforms to MGL Chapter 41, Section 81D. Updating of the Master Plan is not to change this status. However, the updating is to address the Issues identified herein and raised during the updating process. It is anticipated that the update will follow the structure of the adopted plan; however, this may be changed upon mutual agreement – if it is deemed in the best interest of the Town and the Project. The Consultant is encouraged to recommend changes when they deem it professionally appropriate.

3.0 PLANNING ACTIVITIES AND REPORTS

Over the past 8 years, the Town has engaged in a number of planning & related activities including the following:

- Zoning Bylaw Revision – focused on several major issues raised in the 2010 Master Plan (primarily in 2012 and 2013) – this is in addition to some recent “issue-specific” amendments
- Codified Bylaws and Regulations (2017)
- AIA Sustainable Design Assistance Team Report on the Falls (2012)
- Creation of Redevelopment Authority
- Draft Urban Redevelopment Plan (Draft Plan completed 2018 – but still in progress)
- Smart Growth Zoning District – South Hadley Falls (2015)
- Smart Growth Zoning District – Newton Street (2017-2018)
- MassWorks Grant Project (2017 – final design currently underway)
- Complete Streets Prioritization Plan) 2018)
- South Hadley Design Assessment by UMass (2014)

- Housing Production Plan (Adopted and Approved 2017)
- Open Space & Recreation Plan Update (2012)
- Hazard Mitigation Plan Update (2014)
- Comprehensive Bicycling & Pedestrian Plan (2016)

Many of these plan reports are on the Planning & Conservation Department webpage at the following link: <http://ma-southhadley.civicplus.com/294/Planning-Documents> While the 2012 OSRP is also at the same link as the other Planning Documents, the 2010 Master Plan is at the following link: <http://ma-southhadley.civicplus.com/227/Adopted-Endorsed-2010-Master-Plan>

4.0 PLAN UPDATING ISSUES

The Town sees a number of essential elements and issues as part of the Plan Updating Process and the Selected Consultant will demonstrate their understanding of and ability to address these issues. Some of these issues and tasks are associated with both of the Plans while some are specific to either the OSRP or the Master Plan.

4.1 - Issue #1: Community and Organizational Engagement

South Hadley wants a robust community engagement process that involves all elements of the community and not just the parts that have been most vocal. An element of this engagement is the involvement of the many affected Boards, Departments, etc. Thus, we look to the Consultant to offer input, experientially based advice at least as to the following:

- a) What mechanisms are viable for use in South Hadley?
- b) How do we bring about participation by many persons without having a few dominates the process?
- c) Size and membership of advisory panels
- d) Number, date, locations, and structure of community meetings

4.2 - Issue #2: Inclusion of Local Resources in the Plan Updating

South Hadley sits in the Five College Area and there a numerous resources available to draw upon and utilize. Some of the tasks that may be traditionally undertaken by the consultant but might be undertaken locally in this project include:

- a) Mapping of required features
- b) Mapping of wildlife corridors
- c) Mapping of adjoining communities' "buffer areas"
- d) Assistance in community engagement tasks
- e) Assistance in organizational engagement

4.3 - Issue #3: Plan Implementation and Measurements of Success

South Hadley has been fairly successful in implementing the Plans' recommendations. The community has engaged in more recent planning that often relates to or grew out of the Plans. However, the extent of the implementation success has been difficult to measure and is limited by the extent of the community and organizational engagement. Additionally, the

updated plans that have been developed may make some of the recommendations in the Plans obsolete. Therefore, we look to the consultant to address such issues as the following:

- a) How do we get the various boards to accept ownership/responsibility for implementation?
- b) Are there data driven evaluation metrics that can assess whether the plan implementation is leading to an enhanced quality of life?
- c) What is the cost/benefit (as measured by municipal cost/revenues) of the Plan Implementation?
- d) How do we most effectively integrate the plan recommendations from various plans (OSRP Update, Housing Production Plan, Comprehensive Bike/Pedestrian Plan, Urban Redevelopment Plan, etc.) into the OSRP and the Master Plan?
- e) When multiple boards have responsibility for a plan recommendation, how does the plan coordinate their efforts?

4.4 - Issue #4: Validity of Existing Plan Principles and Goals

A fundamental reason for Updating the Master Plan at this point is to ensure that the Plan is still leading us in the right direction. Since the Master Plan is based on a number of Guiding Principles and Overall Goals, it would appear to be an essential task to re-examine and confirm or revise the 2010 Master Plan Guiding Principles and Goals. This raises the following questions/issues for the consultant:

- a) How should those Principles and Goals be validated? (Or invalidated?)
- b) When in the Plan Updating Process should this be undertaken?

4.5 - Issue #5: Sustainability

Sustainability is a foundation of the 2010 Master Plan and is an essential element of nearly all programs today. But, sustainability may mean different things in different communities and can be addressed in different strategies. So, this raises some questions/issues which may need addressing in updating the Master Plan and/or the OSRP:

- a) What does “Greening South Hadley” mean to South Hadley?
- b) How do we promote green technology through the plan?

4.6 - Issue #6: Neighborhood and Corridor Compatibility with new Development

While housing growth has been relatively slow for the past 10 years, the Town’s adopted Housing Production Plan identifies a significant need in new housing – especially in the affordable range. Over the past 72 years since the Town adopted its Zoning Bylaw, it has amended the Bylaw numerous times – some of the amendments have increased dimensional requirements for development even in already developed neighborhoods. Similarly, the Town has a strong desire for more commercial development along its major corridors while allowing other development to occur along the same corridors. This raises issues and concerns related to:

- a) How can infill development be encouraged while maintaining the integrity of the neighborhood’s character?

- b) Will the new development be compatible with the existing housing in the established neighborhoods and along the mixed use corridors?
- c) What new approaches can encourage meeting much of the housing needs within the established developed portions of the Town?

4.7 - Issue #7: Inclusion/Diversity

While South Hadley is overwhelmingly racially/ethnically homogeneous there are still issues of real or perceived non-inclusion. This division is characterized with issues related to:

- a) Perception of being two separate communities.
- b) Lack of, but opposition to, workforce, affordable and diverse housing
- c) A need for accessible facilities for all

4.8 – Issue #8: An Aging Population

An examination of the population quickly reveals an aging population which has its own implications. But further examination of the Pioneer Valley Region reveals that there is a “bubble” of cohort in the 20-25 range. This “bubble” is likely due to the presence of Mount Holyoke College. But the demographics may pose unique challenges and opportunities and raise questions which the consultant will need to help us address in updating the Plans, such as, but not limited to:

- a) Different housing types
- b) Recreational needs
- c) Transportation
- d) Public facilities

5.0 SELECTION PROCESS

5.1 Proposal Evaluation

The Town will make its selection based on an evaluation of each of the proposals using the criteria listed herein.

5.2 Minimum Criteria Evaluation

The Planning Director shall review all proposals received by the Town by the deadline for compliance with the Minimum Criteria set forth herein. Any proposal, which the Planning Director determines does not comply with the Minimum Criteria, shall be submitted to the Planning Board with a recommendation that the proposal be rejected as being noncompliant.

5.3 Evaluation of Compliant Proposals

All proposals deemed to be compliant with the Minimum Criteria shall be reviewed and rated in accordance with the Desired Criteria set forth herein. From the compliant proposals, the Town will select a group of finalists. All finalists will be ranked in order of the Town’s preference. This ranking will take place prior to any consideration or comparison of fees.

- 5.3.1 Interview. The Town will likely require an interview with one or more respondents prior to finalizing its rankings and making its final selection. All key professional personnel

identified in the proposal as having a role in the project are expected to participate in the interview. The local contact may provide clarification as to which personnel must participate.

5.4 Basis for Selection/Rejection of Proposals

All evaluations/rejections/selection of consultants and proposals shall be based on the criteria set forth herein as may be amended prior to the deadline for submittal of the responses. The town reserves the right to reject any and/or all of the proposals submitted and received.

5.5 Discontinuance of Selection Process

The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any firm submitting a proposal, for any reason, whether or not the selection process is terminated.

6.0 SELECTION CRITERIA

6.1 General

The Town will award the contract to the Consultant whom the Town determines offers the most advantageous response to this RFP. This determination will take into consideration the evaluation criteria identified herein. The successful consultant shall have demonstrated, to the Town's satisfaction, an exceptional background and track record in promoting and sustaining a high degree of citizen participation, active involvement of elected officials, boards and commissions as well as participation by non-governmental groups; and shall have had success with similar projects.

6.2 Minimum Criteria

At a minimum, all responses to this RFP must demonstrate adherence to the following criteria:

- 6.2.1 List of Personnel. The response must identify the individual staff members who will be assigned to work on this project. In providing this list, the response must also list any sub-consultants who will be working on this project. Describe the roles of the staff members and subconsultants in carrying out this project.
- 6.2.2 Experience in Preparing Open Space & Recreation Plans and Updating Master Plans. The response must identify at least 2 Open Space & Recreation Plans and 2 master plans (or Master Plan Updates) prepared by the lead firm for communities.
- 6.2.3 Qualifications of Personnel. At least one of the professional personnel to be assigned to work on this project must be a current member of the American Institute of Certified Planners (AICP). Include the personnel's current AICP membership number.
- 6.2.4 Submittal Requirements. The submittal must contain the number of copies of the responses in the form specified herein, including, but not limited to, provision of the price proposal in a separate envelope from that of the Statement of Qualifications and the Scope of Services Proposal.

6.2.5 Timely Submittal. The submittal must be received by the time and date specified as the deadline for submittal herein.

6.2.6 Technological Resources. Submittal must identify available personnel with skills and experience with GIS and related technologies sufficient to undertake and prepare the required tasks.

6.3 Comparative Criteria

All proposals determined to have met the Minimum Criteria specified in subpart 6.2 above shall be evaluated and ranked as to whether they are “highly advantageous”, “advantageous” or “not advantageous (and not acceptable)” relative to the comparative criteria below (see Attachment A for the definition of “highly advantageous”, “advantageous”, and “not advantageous” for each of the following criteria:

- a) Team Complexity and Experience.
- b) Responsiveness to the Request for Proposals.
- c) Experience with community engagement based planning projects
- d) Communication Skills.

These categories may be weighted with responses receiving a “highly advantageous” rating given a score of “3” points; responses receiving a “advantageous” rating given a score of “1” point; and responses receiving a “not advantageous” rating given a score of “0” points. In making the evaluations, when considering “similar projects”, the evaluation process will consider the team’s experience and expertise in working with multiple stakeholders, particularly on sometimes divisive and controversial issues and the team’s familiarity with current developments/trends in an urban/suburban planning environment. Particular note will be paid to, and consideration given to, experiences working with communities of a character similar to South Hadley (i.e., population in the range of 10,000 to 30,000; generally suburban with a college; and over 80% of the tax base is residentially-driven).

7.0 PROPOSAL SUBMISSION REQUIREMENTS

Interested qualified firms must submit **Five (5)** printed copies and a digital copy of a proposal addressing the objectives, scope and schedule described in this Request for Proposals. Proposals should be brief but must respond in writing to all requirements of this RFP in the order of the items listed. Responses should reflect detailed consideration of the issues and opportunities presented. Any additional information that is felt relevant by the consultant but does not apply to the categories listed should be added after the items listed below. However, the proposal shall not exceed the length set forth herein.

7.1 Statement of understanding of project.

In succinct terms, provide a statement of the consultant’s understanding of the project and the consultant’s role in the project.

7.2 Detailed scope of services.

A detailed narrative describing the consultant's approach and scope of services for the proposed work, including the firm/team's general approach to such work, and evidence of the firm/team's understanding of the goals and objectives of the project.

7.3 Time schedule and phasing.

An outline of the schedule for completion of tasks as presented in the firm/team's approach to the scope of services.

7.4 Description of project team.

Provide the names and contact information of all members of the proposed project team. This is to include any sub-consultants to be utilized.

7.5 Project team and team members' backgrounds.

Description of the assigned staffs' experience, educational background, availability, and chain of responsibility, including the name and title of the principal and project manager assigned to the project, names of all sub-consultants, and resumes of all personnel to be associated with the project.

7.6 Similar experience

Provide details, and examples, of successful experience and past performance of the consultant and members of the team on comparable work for government entities.

7.7 Competing commitments.

Identification of current and pending work commitments of the firm(s), and a description of how this project will receive adequate attention amid the firm's workload.

7.8 References. (Preferably on the projects cited in the proposal as examples of successful, similar experiences.)

7.9 Completed Town Forms

- a. Tax Compliance Form and Non-Collusion Affidavit
- b. Certificate of Non-Collusion
- c. Certificate of Corporate Authority

7.10 Length.

Exclusive of the list of projects and required forms, the proposal response shall not exceed twenty-five (25) pages.

7.11 Other information.

Other pertinent information about the firm(s) that would aid the Town in making a selection.

7.12 Separate Submissions.

All prospective consultants shall provide two separate submissions as follows:

7.12.1. Non-pricing information. The prospective consultant shall submit one envelope containing the consultant's response to this RFP/RFQ in its entirety except for the pricing

information. The envelope shall be sealed and labeled in the lower left-hand corner as follows:

**"Non-Pricing Information
Town of South Hadley, MA
OSRP & Master Plan Update Project"**

7.12.2. Pricing information. The prospective consultant shall submit a second envelope containing the consultant's proposed lump sum and hourly rate prices for this project. This envelope shall include the following:

- 1). Description of assigned project staff and hourly billing rates
- 2). Detailed breakdown of professional service fees by task
- 3). Maximum project cost for each phase as described in Section 1.0 above. This is a lump sum project, inclusive of all reimbursable costs.
- 4). The project fee breakdown is to include the costs for each of the individual Comprehensive Plan elements and other tasks and a proposed payment schedule.

The envelope shall be sealed and labeled in the lower left-hand corner as follows:

**"Pricing Information
Town of South Hadley, MA
OSRP & Master Plan Update Project"**

7.13 Delivery of submissions.

All submissions shall be delivered to the following:

7.13.1 All proposals will be due on **Thursday, August 16, 2018 by 3:00 p.m.**

7.13.2 Proposals shall be submitted to:

South Hadley Planning & Conservation Department
Town of South Hadley
Town Hall – Room 204
116 Main Street
South Hadley, MA 01075

7.13.3 Delivery of submissions to any other office or location other than the address indicated or delivery of a submittal after the deadline for submittal will not constitute receipt.

8.0 MISCELLANEOUS PROVISIONS

8.1 Pre-submittal Meeting.

A meeting to review the RFP and answer questions/provide clarifications will be held on **Tuesday, July 31, 2018** in the office of the Planning & Conservation Department at **10:00 a.m.** Attendance at this meeting is voluntary. However, the Town may or may not issue any addenda

to this RFP as a result of any questions or issues raised at the meeting. All prospective proposers are encouraged and welcome to attend this meeting.

8.2 Cost limitation and funding.

The Town has appropriated a total of \$95,000 for this project and proposals should not exceed this amount.

8.3 Opening of responses.

The Non-Pricing Information will be opened and available for examination at 3:30 PM on **Thursday, August 16, 2018**. The Pricing Information will be opened by the after the rating process has been completed in the Planning & Conservation Department Office, Room 204; South Hadley Town Hall; South Hadley, MA.

8.4 Town representative.

The Town's coordinator for this contract will be Richard L. Harris, AICP, Director, Planning & Conservation, 116 Main – Room 204; South Hadley, MA 01075; telephone: (413) 538-5017 Ext 128. Mr. Harris will be responsible for coordinating actions and for responding to all questions.

8.5 Ownership of materials, information, and products.

All information provided by the Town and all material developed for this project shall be returned or delivered to the Town before final payment and will not be used by the consultant for other purposes or released to others without written permission of the Town. All information provided to the Town as part of a consultant's proposal shall be retained by the Town and not returned to any firm.

8.6 Proprietary data.

All materials and data used in preparing the plan and related reports are to be considered public information. The consultant is responsible for ensuring that the proper releases are obtained for dissemination of any proprietary data or materials used in preparing the plan and related materials and any such data or materials contained in the reports or documents issued as a result of this project.

8.7 Pre-Award conference.

The selected consultant shall attend a pre-award conference with the Town approximately two weeks after selection as the successful consultant.

8.8 Request for clarifications/changes.

Prospective consultants shall promptly notify the Town's Representative of any ambiguity, inconsistency, or error which they may discover in this RFP. Accordingly, any prospective consultant requesting a correction or change in or clarification/interpretation of existing specifications or terms and conditions must do so in writing **no later than August 8, 2018 at 4:00 p.m.** No changes will be considered or any interpretation issued such unless request is **in our hands on or before August 8, 2018 at 4:00 p.m.** Any request for interpretation of or change in specifications, and any inquiries related to technical or contractual matters must be submitted in writing (via letter or email) to the Town's representative. It is the Town's intent to

provide prospective respondents with a written response to any request for clarification/changes received before the deadline for submittal of such requests.

8.9 Right to accept or reject.

The Town reserves the right to accept or reject any or all of the proposals submitted and waive minor informalities and technicalities.

8.10 Duration of proposal.

Each consultant's proposal must remain in effect until October 16, 2018.

8.11 Selection of consultant.

If a contract is not executed within sixty (60) days after notification by the Director of Planning & Conservation of the selection, the Town reserves the right to designate another proposer as the consultant.

8.12 Standard Contract

The Town intends to use its Standard Contract for contracting with the selected consultant. A copy of this Standard Contract is attached for prospective proposers to review.

**Attachment A
Comparative Criteria Explanation**

<i>Criteria</i>	<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Not Advantageous</i>
a. Team Complexity and Experience.	<p>The Team’s structure and experience evidences that the structure is not complex and has successful/relevant experience as a team.</p> <p>1) All team members are employees of a single firm without any subconsultants to perform professional tasks of the Scope of Service</p> <p>2) Subconsultants may be used in supportive services roles.</p> <p>3) The Team has worked together on 1 or more similar projects.</p> <p>4) The lead firm/principal has completed at least 2 or more similar projects in Massachusetts in the past 10 years.</p>	<p>The Team’s structure and experience evidences that the structure is a bit complex in its reliance on subconsultants and has limited successful/relevant experience as a team.</p> <p>1) Most team members are employees of a single firm.</p> <p>2) One or two subconsultants are to be used for critical tasks which could delay related project tasks.</p> <p>3) Most members of the team have worked together on at least one similar project.</p> <p>4) The lead firm and/or the principal professional team members have successfully completed at least 1 similar project in Massachusetts in the past ten years.</p>	<p>The Team’s structure and experience evidences that the structure is very compliance and it lacks successful/relevant experience as a team.</p> <p>1) Three or more subconsultants are proposed to be used in carrying out significant professional tasks of the Scope of Service.</p> <p>2) Most members of the team have NOT worked together on any similar project.</p> <p>3) Team selection indicates that the team lacks some of the essential skills necessary to undertake this proposed project.</p> <p>4) The lead firm and/or the principal professional team members do NOT appear to have successfully completed any similar projects in Massachusetts in the past ten years.</p>
b. Response to the Request for Proposals	<p>Proposal thoroughly addresses all tasks and required elements; is well written, clearly communicates the proposed approach, & illustrates a superior</p>	<p>Proposal only adequately addresses the project tasks and required elements, appears consistent with the project intent, illustrates basic or</p>	<p>Proposal is incomplete, or vaguely or poorly written, or illustrates an inadequate graphic ability. May lack complete timetable or</p>

	<p>graphic and writing ability; appears consistent with the project's objectives, demonstrates a clear understanding and importance of the role of the Interactive Public Process, & provides a detailed schedule demonstrating the project will meet the deadlines herein; and meets or exceeds the Town's needs. Allocation of resources reflects Town's planning priorities.</p>	<p>typical graphic and writing ability, meets most of the project's objectives, and addresses the expressed needs of the Town in most areas. Timetable only minimally addresses the issues associated with a multi-year, multi-phase approach. Schedule of work is compatible with Town's Planning priorities.</p>	<p>provide an inadequate timetable given the multi-year, multi-phase approach to the project. Fails to demonstrate an adequate understanding of the role of the Interactive Public Process in developing the plan. Schedule of work does not relate to Town's Planning priorities.</p>
<p>c. Experience with community engagement based planning projects</p>	<p>Proponent demonstrates in-depth knowledge, experience, and expertise in community engagement.</p>	<p>Proponent demonstrates a superficial, possibly adequate knowledge of approaches to community engagement processes and techniques.</p>	<p>Proponent does not demonstrate knowledge and experience in community engagement.</p>
<p>d. Communication skills</p>	<p>The proposal and presentation in the interview phase (if one is undertaken) demonstrate superior communication skills and ability to effectively convey a message and to facilitate participation. Superior written and graphic skills are demonstrated. Demonstrates superior experience and skill making presentations to large/small groups.</p>	<p>The proposal and presentation in the interview phase (if one is undertaken) demonstrate adequate communication skills and ability to effectively convey a message and to facilitate participation. Demonstrated adequate written & graphic skills as well as adequate experience and skill making presentations to small groups.</p>	<p>The proposal and presentation in the interview phase (if one is undertaken) fail to demonstrate adequate communication skills and an inability to effectively convey a message and to facilitate participation. Written and/or graphic skills are inadequate.</p>

TOWN OF SOUTH HADLEY

TAX COMPLIANCE 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 in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Date)

(Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business)

(Business Address)

(Business phone number)

TOWN OF SOUTH HADLEY

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

(Date)

(Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business)

(Business Address)

(Business phone number)

TOWN OF SOUTH HADLEY

CERTIFICATE OF CORPORATE AUTHORITY

The principle, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the board of directors of the below named firm as an authorized representative.

(Date)

(Signature of individual submitting bid or proposal)

(Printed name and title of person signing bid or proposal)

(Name of business)

(Business Address)

(Business phone number)

TOWN OF SOUTH HADLEY

CONTRACT



DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of South Hadley, 116 Main Street, South Hadley, MA 01075 (the "Town"), and

["Contractor"]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

1. This is a Contract for the procurement of the following:

If this Contract is for the purchase of goods it shall include the following delivery, installation or setup requirements:

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____as more fully set forth in the Contractors Response to the RFP.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing in an Amendment hereto. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: (Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts)

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for 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.

5.3 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.

5.4 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.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 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.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, 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. Time is of the essence for the completion of the Contract.

7. 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. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. 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.

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, 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.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be

deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

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

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

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of South Hadley shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

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

12. Statutory Compliance:

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

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

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

14. 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).

15. Non-Discrimination/Affirmative Action

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

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen 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.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate 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 South Hadley unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

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

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, 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 attorneys' fees) 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, and 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 the 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, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 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 anyway 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.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

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

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

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

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

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

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of South Hadley as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. 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, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury,

contractual liability. All Certificates of Insurance shall be on the “MIIA” or “ACORD” Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage’s shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. 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 Chapter 66A of the General Laws of Massachusetts as it 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 at the termination of this Contract. 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.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker’s compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

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

26. Payment

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

27. 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 Agreement, 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.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, 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 on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of South Hadley shall be a party.

[If this Contract is for Construction, the following provisions will apply:](#)

[See SUPPLEMENT S attached hereto.](#)

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