

# Town of Leverett Request for Proposals (RFP)

*For the second of two phases of the development of a Comprehensive Plan*

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## Procurement Calendar

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Released	<b>TBD</b>	N/A
Written Inquiries Due	<b>January 6, 2023</b>	5:00 PM
Proposals Due	<b>January 13, 2023</b>	5:00 PM
Proposal Awarded By	<b>January 31, 2023</b>	5:00 PM

## Introduction

The Town of Leverett, Massachusetts seeks professional consulting services to prepare the second phase of a Comprehensive Master Plan (“the Plan”) in accordance with MGL Chapter 41, §81D. The successful proposal will come from consultants with a broad knowledge base in land use planning, housing, economic development, cultural asset development, smart growth, open space, historic preservation, municipal services, geographic information services (GIS), climate adaptation, community resiliency, and familiarity with the deliverables available on the Town’s website from the first phase of the Plan. A more detailed discussion of these additional objectives is contained in the various sections below.

This project scope covers the second of two phases of the Plan, to be completed no later than November 30, 2023. The Town expects to complete the Plan in the second phase.

For this project scope, Leverett has a total not-to-exceed budget of \$70,000.00 including expenses for the engagement of Comprehensive Plan consultants. The Town of Leverett has received Community One Stop for Growth planning grant funding for the second phase of the Comprehensive Plan.

## Project Narrative

The Town of Leverett has no active Comprehensive Plan. However, we have completed Phase One for a new Plan.

As a result of two years of exploration by the Town’s Revenue Committee, stakeholders from across Town government and the community have agreed that a Comprehensive Plan is a high-priority action to address issues tasked to committees of volunteer residents who have worked in good faith and with dedication, but without the guidance and shared understanding of a Comprehensive Plan. These issues include: livability and affordability; capital and disaster planning; a comprehensive review of Zoning Bylaws; social and economic equity impacts of regulation and policy; discussion of whether and how to promote development; assessment of assets, liabilities, and town services in terms of return

on investment to best guide budget allocation; and consensus-building on how to address the property tax rate.

Leverett is located in Franklin County, just north of Amherst. According to the 2020 census, the Town population is 1,865, an increase of 0.8% from the 2010 census. Approximately 1,400 residents are registered to vote, and approximately 17% of registered voters turnout for Annual Town Meeting. The population is 86.6% White Alone (Non-Hispanic), a decrease from 91.3% in 2010. The housing occupancy rate is 93.1%, a decrease from 94.0% in 2010. The Town area is 22.8 square miles, is mainly wooded and residential, with 34 miles of local roads.

Leverett has a Town Meeting form of government, making almost all spending decisions at an Annual Town Meeting at the end of April or the beginning of May. The fiscal year 2022 tax rate is \$18.84 per thousand dollars of assessed valuation. The annual budget of over \$6.2M allocates about 2/3 to elementary and secondary school education. Leverett Elementary School is part of School Union 28 with the towns of Shutesbury, Erving, Wendell, and New Salem. At the middle and High School level, Leverett is part the Amherst Regional school system with the neighboring towns of Amherst, Shutesbury, and Pelham.

The Town has little commercial development, and the lack of infrastructure reduces prospects of commercial growth. The Town has municipally-owned fiber-optic broadband, but limited municipal water and no sewer system. A 2020 survey found both that the community values the rural character of the town, and supports increased commercial development that is small in scale and environmentally sensitive. There is a significant number of home-based businesses and the Town would like to support those enterprises.

Current housing stock is limited. However, the Town's rich natural environment, proximity to UMass Amherst and our excellent school system make Leverett an attractive place to live.

The Town envisions completing a Plan that will at a minimum provide:

1. Guidance in the near-term (3-5 year horizon) for policy and zoning revisions, and prioritization of public investment in town infrastructure and facilities;
2. Inputs to and coordination with ongoing required updates to other Town initiatives including the Open Space and Recreation Plan and the Zoning Bylaws; and
3. Definition of roles, metrics and a process for ongoing oversight and assessment of successful initiatives according to the Plan, updates to the Plan, and long-term evaluation of the Plan.

Once completed, the Plan will provide a framework for future regulatory changes, new policies for Town officials, and a guide to optimal investment of monetary resources and the time of staff and volunteers. The latter is particularly important: the Town does not have a large paid staff and thus relies on volunteers from a small population to assist with government needs. A community-wide Plan will help focus the actions of volunteer committees and community organizations on solving the problems we face as a community.

Comprehensive Plan creation will fall under the responsibility of the Planning Board, as required by 81D. It will be carried out with the help of an experienced consultant. The Planning Board, in consultation with the Selectboard and with the guidance of the consultant, will create a Comprehensive Plan Steering Group comprising a cross-section of the community to oversee the work. The Planning Board recognizes that the success of the Plan hinges on the ability to fully engage the community and is dedicated to doing so.

The Town desires to make the process as community-based as possible, providing opportunities for learning as well as engaging community discussion. The Town wants to ensure a public participation component to Plan preparation that includes broad participation and community awareness of the process.

Finding the right consultant will be critical to the success of this project. The request for proposals will seek qualified planning consultants with experience helping small, rural towns, and in accordance with State contracting regulations.

### Scope of Services

The Tasks for Phase 2 are outlined below. See Appendix for more information about Phase 1, completed in June 2022 and not included in this Scope of Services. Meetings may be held in person or virtually, depending on what best suits the needs of meeting participants.

- **Task 1. Project Initiation**
  - Facilitate a kick-off meeting. The consultant will meet with Town staff and elected officials to:
    - Discuss the process, set expectations, and draft a Phase 2 project timeline with estimated dates for meetings and deliverables;
    - Review the Phase 1 report and supporting existing conditions materials reviewed during Phase 1 (the Town will provide copies of anything not easily obtained digitally). See *Appendix: Narrative of Phase 1*.
    - Conduct a site walk of the Town to view and discuss community assets such as Town-owned buildings and land, the Leverett Pond, the Peace Pagoda, the Leverett Village Co-op, the Leverett Arts & Crafts Center, Route 63, and other areas of local interest.
  - Help Planning Board recruit and orient Steering Group.
  - Finalize work plan. The consultant will provide a final plan of work based on the kick-off meeting.
- **Task 2: Updated Community Outreach and Engagement Strategy**
  - REVIEW THE ENGAGEMENT STRATEGY. The Phase 1 report includes a community engagement strategy that fills the gap between the individual interviews and oral histories collected over the years and the more recent community-wide surveys. Rather than the typical 2-3 large community meetings, the Phase 1 report recommends a series of smaller focus group conversations to identify areas of common interests and begin discussions on

options. These conversations could be parallel or iterative and should include a wide range of voices and build consensus around shared goals.

- o REVIEW EXISTING SURVEYS. The Phase 1 report identifies topic-specific surveys that different Town boards and committees have conducted over the past few years. These surveys provide useful context to the topics in a comprehensive plan and should be reviewed in full.
- o Update Phase 1 Outreach and Engagement Plan. The consultant will modify the outreach and engagement plan with input from the Planning Board and the Steering Group to refine the approach based on community conversations over the summer, assign dates to meetings and deliverables, set deadlines for delivery of engagement materials, and organize outreach and engagement assets (such as a website to promote the Plan and inform the public). Both online and in-person methods for outreach and engagement will be required.
- **Task 3: Complete Documentation of Existing Conditions**
  - o REVIEW THE PHASE 1 REPORT. The Phase 1 report includes a summary of existing documentation and an analysis of information required to complete the comprehensive plan. The consultant will review this document to identify their work plan for this task. *See Appendix: Narrative of Phase 1.*
  - o COMPLETE THE EVALUATION OF EXISTING CONDITIONS. The consultant will complete the missing analysis based on their research and documentation practices. This analysis should include the planning topics from Section 81D, and the Leverett-specific topics identified by the Phase 1 survey.
  - o PREPARE A PRESENTATION. The consultant will prepare a presentation of existing conditions for use in Tasks 4 and 5 of this scope. The presentation will include maps, photographs, charts, tables, and other illustrative graphics, as appropriate.
- **Task 4: Community Visioning**
  - o WORK WITH STEERING COMMITTEE. Based on the final analysis of existing conditions, the consultant will prepare several economic development scenarios with analysis of fiscal impacts and tradeoffs for the Steering Committee to discuss and compare. These scenarios will form the basis of community discussions on opportunities, options, and priorities throughout the engagement process. This process will take 2-3 meetings with the Steering Committee to discuss existing conditions, refine the scenarios, and evaluate the progress of the community discussions.
  - o MEET WITH TOWN STAFF AND OFFICIALS. Before beginning the community discussions, the consultant will meet with Town staff and officials to share the scenarios and receive input. The consultant will then modify the scenarios based on the comments received. This process will require 3-5 meetings.
  - o FACILITATE COMMUNITY VISIONING. Community Visioning will occur in

meetings with groups of Leverett residents, to include a sufficient number and diversity of Town residents and points of view. Each Community Visioning group may need more than 1 meeting to cover all activities necessary to support each group's level of participation and decision-making process. The consultant may choose to train members of the Steering Committee or other volunteers to help with the outreach and facilitation process for this effort. Each facilitated Community Visioning group should strive to accomplish five goals in a facilitated meeting format like the following example:

- Idea generation and innovation roundtable discussion of the future vision of Leverett, to elicit values and priorities that are important to the Leverett community according to the participants in that group;
  - Problem-solving activities to help participants resolve disagreements and make respectful space for differences;
  - Issue analysis activities to help group participants understand, compare, and internalize the complexity of existing conditions, economic development scenarios, fiscal impacts, and trade-offs;
  - Design-thinking activities to synthesize the group's preferred future vision, values, priorities, conditions, scenarios, impacts, and tradeoffs.
  - Collective decision-making process to conclude with the group's recommendation for the Plan.
- o DEVELOP APPROPRIATE QUESTIONNAIRES. Not everyone will choose to participate in the community discussions. One or more questionnaires will be developed to capture input from community members during this process.
  - o LEVERAGE COMMUNITY EVENTS. The consultant will work with Steering Committee members to leverage community events, including Town Meeting, to capture input on and feedback about the scenarios.
- **Task 5: Draft Comprehensive Plan and Presentations**
    - o PREPARE THE DRAFT COMPREHENSIVE PLAN. Prepare a draft comprehensive plan that includes an Executive Summary, a vision and goals statement, a discussion of the existing conditions of the planning topics in Section 81D, a discussion of Leverett-specific themes that address multiple planning topics, recommendations for future actions, an implementation plan, and a discussion of benchmarks to track to measure progress in implementation. The recommendations will be based on the community discussions in Task 4, and must address all required and additional Comprehensive Plan elements listed in *Appendix A: Narrative of Phase 1*.
    - o PROVIDE RECOMMENDATIONS FOR ZONING AND SUBDIVISION CHANGES. The plan should also include specific recommendations for zoning and subdivision changes that address the community's concerns for economic development, housing, and preservation of critical natural and historic resources.

- o RECOMMEND SEPTIC REGULATION CHANGES. The plan should recommend changes to septic regulations if changes are required to meet community goals. Recommendations should consider soil conditions in Leverett and should include a discussion of the suitability of shared septic systems and new septic technology that may be appropriate in Leverett.
- o CIRCULATE THE INITIAL DRAFT FOR REVIEW. The Town will circulate the draft among Town staff, Town officials, and the Steering Committee for review.
- o REVISE THE DRAFT COMPREHENSIVE PLAN. Based on comments from the initial review, the consultant will revise the draft plan.
- o CIRCULATE THE SECOND DRAFT FOR PUBLIC REVIEW. The Town will make the second draft available online and physically at specific locations in Leverett for public review and comment.
- o REVISE THE DRAFT COMPREHENSIVE PLAN. The consultant will incorporate the public comments into an Appendix for review by the Planning Board during the approval process.
- **Task 6: Community Approval Process and Final Comprehensive Plan**
  - o PRESENT FINAL DRAFT PLAN. The consultant will present the final plan to the Planning Board for its review and approval process.
  - o PREPARE THE FINAL PLAN. The consultant will prepare a final plan incorporating any changes requested by the Planning Board before approval.
  - o Participate in a Leverett community meeting where the Final Plan will be presented by the Planning Board for discussion with residents.

## **Phase 2 Draft Timeline**

- October 2022: The Town received notification of the Community One Stop for Growth grant award.
- November 2022: The Town has published this RFP; The Town Administrator will accept written inquiries until 5 PM, January 6, 2023, and will respond to written inquiries and accept proposals until 5 PM, January 13, 2023.
- By January 31, 2023: Final selection of an awarded RFP submission.
- The final project timeline will be established in discussions with the consultant. The following is a draft of the timeline that is subject to change:
  - o By February 2023: Target start date of the Phase 2 project; Task 1: Project Initiation.
  - o By April 2023: Task 2: Updated Community Outreach and Engagement Strategy; Task 3: Complete Documentation of Existing Conditions.
  - o By August 2023: Task 4: Community Visioning.
  - o By September 2023: Task 5: Draft Comprehensive Plan and Presentations.
  - o By October 2023: Task 6: Community Approval Process and Final Comprehensive Plan.
  - o November 2023: Target end date of the Phase 2 project.

## Proposal Submission Instructions

- **Submission deadline:** The final deadline for proposal submission, modification and withdrawal is Monday, January 16, 2023 at 2:00 PM.
  1. Failure to submit the required forms on time will result in the rejection of the proposal.
  2. If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next business day.
  3. Prior to the submission deadline, proposers may correct or modify or withdraw a proposal by written notice to the Town Administrator at the address specified above.
  4. No proposer may withdraw their proposal after the submission deadline without the consent of the Town.
  
- A proposal must include the following:
  1. A technical proposal signed by the submitter, enclosed in an envelope that is sealed and plainly marked on the outside with the name of the proposer and “Town of Leverett Comprehensive Plan Technical Proposal”. The proposal must be signed as follows:
    - If the proposer is an individual, by him/her/them personally, or
    - If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, or
    - If the proposer is a corporation, by the president/vice-president and the treasurer/assistant treasurer or any other authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see Attachment B).
  2. Price Proposal Form (Attachment A) properly completed and executed, submitted in a separate, sealed envelope, clearly marked on the outside with the name of the proposer and “Town of Leverett Comprehensive Plan Price Proposal”.
  3. Affidavit of Clerk of Corporation Vendor (Attachment B) properly completed and executed.
  4. Revenue Enforcement and Protection Certification (RESAP) (Attachment C) properly completed and executed.
  5. Non-Bribery and Collusion By-Law Affidavit (Attachment D) properly completed and executed.



- All proposals shall be unconditional.
- It is the sole responsibility of the proposer to ascertain the existence of any addenda and/or modifications disseminated by the Town, whether or not the same are mailed to, or received by, proposer. The Town accepts no liability for and will provide no accommodations to proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Proposers may contact the Town Administrator in the event this RFP is incomplete or the proposer is having trouble obtaining any part of the RFP.
- Proposers with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must communicate such requests in writing and accommodation will be made by agreement.
- The Town of Leverett may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection is in the best interest of the Town.
- Questions concerning this RFP must be submitted in writing by 10:00 am on Friday, January 6, 2023, either by email to [townadministrator@leverett.ma.us](mailto:townadministrator@leverett.ma.us), or by mail to:

Town of Leverett  
Attn: Marjorie McGinnis, Town Administrator  
PO Box 300  
Leverett, MA 01054

## Evaluation and Selection Process

Evaluation of proposals will be based upon information provided in the proposals, obtained on-site visits, and from other generally available and verifiable information. Proposals will be evaluated based upon the following minimum and comparative criteria. The Town will offer to sign a contract with the proposer who submits the most advantageous proposal based on consideration of specified minimum and comparative criteria. The Town, through the Town Administrator or designee(s), will evaluate proposals in accordance with the evaluation criteria set forth in this RFP. The Selectboard is the awarding authority, and will select the most advantageous proposal based on the Planning Board's recommendation, taking into consideration the evaluation criteria and the price.

**Minimum Criteria:** Each proposal must meet all of the following criteria in order to be considered for further evaluation. Proposals that do not meet the Minimum Criteria will be judged non-responsive and will not be reviewed further.

- Proposer must have/be a responsive and responsible bidder
- Proposer must submit all required forms properly completed and executed
- Proposer must submit all required explanations and documentation
- Proposer must meet all the material and mandatory terms and conditions of the Town's service contract

**Comparative Criteria:** The following criteria will be used to select a consultant from those meeting or exceeding the Minimum Criteria.

- Comprehensive Plans
  - The highly advantageous proposer will have developed four or more municipal Comprehensive plans.
  - An advantageous proposer will have developed one to three municipal Comprehensive plans.
  - A disadvantaged proposer has never developed a municipal Comprehensive plan.
- References
  - The highly advantageous proposer will have four or more positive professional references from similarly sized municipalities for Comprehensive plan work.
  - An advantageous proposer will have one to three positive professional references from similarly sized municipalities for Comprehensive plan work.
  - A disadvantaged proposer will have no positive professional references from similarly sized municipalities for Comprehensive plan work.
- Resumes of principal engagers
  - The highly advantageous proposer will have an AICP or other professional planning designation.
  - An Advantageous proposer will be working on an AICP or other professional planning designation
  - A disadvantaged proposer will not have any professional planning designations.

- Zoning Knowledge
  - The highly advantageous proposer will have 5+ years of experience with Massachusetts General Laws pertaining to zoning and sub-divisions.
  - An advantageous proposer will have some experience with Massachusetts General Laws pertaining to zoning or sub-divisions.
  - A disadvantaged proposer will have no experience with Massachusetts General Laws pertaining to zoning and sub-divisions.

This RFP is issued pursuant to G.L. c. 30B. The Town reserves the right:

- To request clarification of proposal terms or additional information after the Submission Deadline.
- To waive any informality, reject any or all bids, or accept any bid which they deem to be in the best interest of the Town of Leverett.
- To request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal.
- To award the purchase to the proposer offering the most advantageous combination of characteristics and purchase price, and shall not be required to award the purchase to the proposer offering the lowest price.
- To negotiate the purchase price and other terms with the selected proposer in a manner not prejudicial to fair competition.
- To interview one or more proposers as part of their evaluation.

## Appendix: Narrative of Phase 1

Leverett began considering a Comprehensive Plan in 2019 when Town Meeting established a Revenue Committee to explore and recommend revenue opportunities. In the first year the Committee researched business opportunities suitable for Leverett's location and population and community-driven development preferences identified by a survey of over 300 residents. In the second year the Committee met with property and business developers and rural planning experts from the Franklin Regional Council of Governments, UMass Amherst, and other towns in Massachusetts. To better understand the tax rate growth trend, the Committee analyzed ten years of budget, tax, and assessment data. The output was a comprehensive report and the outcome was an invigorated community discussion of town sustainability and livability.

The report found that the complexity of development and municipal investment decision-making necessitated the guidance of a planner with rural land use and development expertise funded by a state grant. The ensuing discussion led by the Planning and Select Boards persuaded community stakeholders to support a Comprehensive Plan. Leverett's collaborative community and town government now embraces planning that can synthesize a community vision and long-term implementation of zoning revision, housing, commercial, and recreational development, water and sewer infrastructure planning, livability and inclusivity policy, historic preservation, natural and cultural resource conservation, climate adaptation and sustainability, regional cooperation, and mutually beneficial regionalization of town services.

Phase 1, the assessment of existing conditions by a planning consultant and a working group, was completed on time in June 2022. First phase tasks included RFP distribution, selection of a consultant, collection of existing conditions data, and recruitment of a working group of residents to evaluate and discuss the data in support of the consultant's report. Explore the narrative and deliverables of Phase 1 on the Leverett town website:

<https://leverett.ma.us/g/95/Comprehensive-Planning>

Phase 1 was funded by a \$39,000 grant awarded under the Community One Stop for Growth Community Planning grant program. These grants are among many that have been received and administrated by the Town of Leverett. Over the past several years, the Town has received annual Emergency Management Planning Grants (EMPG), biannual Community Compact grants, has undergone a multi-year program to complete a Municipal Vulnerability Preparedness (MVP) Plan and currently has been awarded a \$258,750 MVP Action grant to repair one of the issues identified in that planning process. Leverett also is a certified Green Community and has completed many projects under that grant program and is currently working on a Community Compact Regionalization grant to provide police services to a neighboring community.

### ***Required Elements of the Comprehensive Plan***

The plan must contain the components of a Comprehensive Plan as outlined in the current requirements of MGL Chapter 41 Section 81D. These requirements include (but are not limited to) the following elements:

1. Goals & Policies
2. Land Use
3. Housing
4. Economic Development
5. Natural & Cultural Resources
6. Open Space and Recreation
7. Services and Facilities (municipal and capital)
8. Circulation (Transportation)
9. Implementation

The finished MP must also include additional elements of concern to the Town:

1. Climate Adaptation and Sustainability
2. Social and Economic Equity
3. Energy, as a topic within the standard Services and Facilities element
4. Regionalization of Town services

The finished MP shall also identify any portions of the Town's Rules and Regulations Governing Subdivision Control, Zoning Ordinances and Planning Board Rules and Regulations that may need to be updated in order to be consistent with the findings and recommendations of the MP.

Each community Comprehensive Plan element will be developed with the aim of making Leverett a more sustainable and resilient community, prepared for environmental, economic, and demographic change for the next decade and beyond.

**Attachment A: Price Proposal Form**

To the Awarding Authority:

A. The Undersigned proposes to work with the Town on Phase 1 of the project to develop a Comprehensive Plan, in response to the Town of Leverett's Request for Proposal, for the price listed below in accordance with the terms and conditions of the Request for Proposals.

B. The proposed lump sum contract price is

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_).

This price includes all components of Phase I and all amenities required by this RFP.

Date: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, and

Zip: \_\_\_\_\_

Phone and Fax

Nos. \_\_\_\_\_

(Note: This form must be submitted in a separate, sealed envelope.)

**Attachment B: Affidavit of Clerk of Corporation Vendor**

I, \_\_\_\_\_ certify as follows:

1. I am the Clerk of \_\_\_\_\_ which is duly organized and incorporated under the laws of Massachusetts.
2. That the names, residential addresses and title of the officers of the above-named corporation are as follows:

President: \_\_\_\_\_

Address: \_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

Resident Agent: \_\_\_\_\_

Address: \_\_\_\_\_

3. That the above-named corporation was incorporated on \_\_\_\_\_
4. That the Corporation's Federal Tax Identification Number is \_\_\_\_\_
5. That the above-named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the Secretary of the State of \_\_\_\_\_ (if incorporated in another state)
6. That I, \_\_\_\_\_ have been authorized by a Corporate Vote, a copy of which is attached, to sign as agent for said corporation.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Clerk

**Attachment C: Revenue Enforcement and Protection Certification (REAP)**

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

ENTITY NAME: \_\_\_\_\_

By: \_\_\_\_\_

Authorized signature

\_\_\_\_\_

Date

\_\_\_\_\_  
Name of person signing above (type/print)

\_\_\_\_\_  
Business address

\_\_\_\_\_  
Telephone Number



**Attachment D: Non-Bribery and Collusion Affidavit**

I, \_\_\_\_\_, on oath depose and state that  
(name of person signing proposal)

neither I nor any employees, officers or directors of \_\_\_\_\_  
(name of vendor)

have been convicted of any violations described as follows:

- a) Bribery or attempting to bribe a public officer or employee of the Town of Leverett, the State of Massachusetts, or any other public entity, including but not limited to the Government of the United States, any state, any local government authority in the United States in that officer's or employee's capacity, or
- b) An agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise.

I further state that neither I nor any employees, officers or directors of \_\_\_\_\_  
(name of vendor) have made an admission of guilt of such conduct in paragraphs (a) or (b) above, which is a matter of record, but has been prosecuted for conduct, has made an admission of guilt or such conduct which term shall be construed to include a plea of nolo contendere.

\_\_\_\_\_  
Signature of person signing proposal

This affidavit in the case of a business entity shall be executed by, in the case of partnership, the general partner(s), and in the case of a corporation, the president.

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Contract

**TOWN OF LEVERETT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (this "Agreement") between the **Town of Leverett**, a Massachusetts municipal corporation with a mailing address of PO Box 300, Leverett, MA 01054, acting by and through its Selectboard (the "Town"), and \_\_\_\_\_, a Massachusetts \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (the "Contractor"), is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"). The Town and the Contractor are together the "Parties" and individually a "Party." In consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE 1: SCOPE OF SERVICES**

The Town hereby retains the Contractor and the Contractor hereby agrees to provide professional \_\_\_\_\_ services for the Town as set forth in Exhibit A (the "Scope of Services"). The Contractor agrees that time is of the essence of this Agreement.

**ARTICLE 2: PERFORMANCE STANDARD**

In the performance of the Scope of Services, the Contractor, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as best practices by members of the same profession currently practicing under similar conditions in the same locality. Substandard services shall be deemed a breach of this Agreement. By entering this Agreement, the Contractor represents to the Town that it has the skill, qualifications, experience, equipment, and manpower necessary to complete the Scope of Services.

**ARTICLE 3: TERM**

This Agreement shall commence on the Effective Date and continue until completion of the Scope of Services, or \_\_\_\_\_, 2023, whichever occurs first (the "Term"), unless such term is extended by mutual agreement of the Parties.

**ARTICLE 4: TERMINATION**

This Agreement may be terminated before the expiration of the Term as follows:

- (a) By mutual written agreement, duly entered by the Town and the Contractor, upon such terms and conditions as may be acceptable to the Parties at the time of termination; or
- (b) At any time, by the Town for convenience, in its sole and absolute discretion.

If this Agreement is terminated by the Town, the Contractor shall be entitled to compensation for services rendered up to the date of such termination.

**ARTICLE 5: COMPENSATION**

- (a) The Town shall pay the Contractor within thirty (30) days after receipt of an invoice, and based upon the fee schedule provided in Exhibit A.
- (b) The Town shall not be obligated to pay more than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the aggregate for the Scope of Services.

**ARTICLE 6: AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of Town funds and appropriations and the continued availability of any other funds anticipated or earmarked for the work hereunder.

**ARTICLE 7: CONTRACT DOCUMENTS**

The following documents form the entire contract between the Parties and all are as fully a part of this Agreement as if attached to hereto or repeated herein:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 8: INSURANCE**

The Contractor shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and, before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

**COVERAGE LIMITS OF LIABILITY**

Workers' Compensation	Statutory Limit
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

**ARTICLE 9: INDEMNITY**

a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Town, Selectboard, and its respective duly elected or appointed officials, agents and employees (referred to collectively as “Town”) from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town, that otherwise may exist under statute or in law or equity.

b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Town from all demands made against the Town by such subcontractor, such subcontractor’s agent or employee, or any person, as the result of such subcontractor’s work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph “a” above.

c. The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.

d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

**ARTICLE 10: MODIFICATION, WAIVER OR CHANGE**

No modifications, waiver or change shall be made in the terms and conditions of this Agreement, except as may be mutually agreed upon in writing by all parties hereto.

**ARTICLE 11: SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.

**ARTICLE 12: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

**ARTICLE 13: VIOLATION OF LAW**

The Contractor shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

**ARTICLE 14: NONDISCRIMINATION**

The Contractor shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

**ARTICLE 15: GOVERNING LAW**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**ARTICLE 16: VENUE AND JURISDICTION**

Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.

**ARTICLE 17: ENTIRE UNDERSTANDING**

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

**ARTICLE 18: SEVERABILITY**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

**ARTICLE 19: LICENSES AND FEES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

**ARTICLE 20: COMPLIANCE WITH THE LAW**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

**ARTICLE 21: ACCESS TO RECORDS**

Contractor will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representative.

**ARTICLE 22: RIGHTS AND REMEDIES**

The Town's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

**ARTICLE 23: RIGHT TO MATERIALS AND DATA**

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

**ARTICLE 24: RELATIONSHIP OF THE PARTIES**

The Parties acknowledge and agree that the Contractor is an independent Contractor and no employee or agent of the Contractor shall establish an employee/employer relationship with the Town or be entitled to receive any benefits from the Town. Nothing in this Agreement shall be construed to create a relationship between the Contractor and the Town of a partnership, association, or joint venture.

**ARTICLE 25: CONFLICT OF INTEREST**

The Contractor's attention is called to M.G.L. c. 268A. The Contractor shall not act in collusion with any Town officer, agent, employee, or any party regarding this Agreement, nor shall the Contractor make gifts regarding this Agreement or any other matter in which the Town has a direct or substantial interest.

**ARTICLE 26: CERTIFICATION AS TO PAYMENT OF TAXES**

*Pursuant to M.G.L. c. 62C, § 49A, by signing this Agreement the Contractor certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Contractors, and withholding and remitting of child support.*

**ARTICLE 27: NOTICE**

Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

If to the Town:

Town of Leverett

ATTN: Marjorie McGinnis, Town Administrator

Email: [townadministrator@leverett.ma.us](mailto:townadministrator@leverett.ma.us)

If to the Contractor:

ATTN: \_\_\_\_\_

Email: \_\_\_\_\_

Notice shall be deemed given: (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by U.S. first-class or certified mail; (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required; (c) upon the date personal delivery is made; or (d) upon the date when it is sent by email, if the sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

**EXECUTION IN COUNTERPARTS**

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

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

**Town of Leverett**

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

## **Exhibits**

- A. Phase 1 Scope of Services
- B. Certificate of Non-Collusion
- C. SOMWBA Certification



## **Exhibit A**

### **Scope of Services for Phase 1**

Following is the Scope of Services for Phase 1 which was completed in 2022.

- Phase 1, Task 1: Establish a Comprehensive Plan Working Group, a Process for Transparency and Approval, and Initiate the Project (A minimum of three meetings)
  - The contracted Planning Consultant will assist the Planning Board with recruitment of a Comprehensive Plan Working Group.
  - The Consultant will assist the Planning Board on a process for maintaining transparency with stakeholders and for determining the final approval process.
  - The Consultant will review Zoning Bylaws and documents to be referenced as listed in this project scope or identified during the planning process.
  - The Consultant will facilitate a Working Group meeting to discuss the scope of work, timeline, roles and responsibilities.
  - The Working Group will provide previous planning documents for meeting review, and the groups will tour key sites and spaces in town with the Consultant.
- Phase 1, Task 2: Existing Conditions (A minimum of three meetings)
  - The Consultant will facilitate Working Group development of a baseline understanding of existing conditions to organize their research.
  - The Consultant will create a plan for the visioning process in the next task, including collaboration with the Working Group to identify the optimal number of meetings needed for Phase 2.
  - The consultant will include a suggested list of GIS format maps and other data to describe existing conditions as part of their proposal.

**Exhibit B**

**Certificate of Non-Collusion**

The undersigned certifies under penalty 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.

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Signature of person signing bid or proposal

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Printed Name of person and title

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Company name

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Date

**Exhibit C**

**SOMWBA Certification**

Date of Certification by State Office of Minority and Women Business Assistance  
(SOMWBA)

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Authorized Signature

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Date

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Printed Name