



## OFFICE OF COMMUNITY DEVELOPMENT

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31 North Street, Williamstown, MA 01267 | [www.WilliamstownMa.gov](http://www.WilliamstownMa.gov)

### REQUEST FOR PROPOSALS - WILLIAMSTOWN MASTER PLAN

The Town of Williamstown seeks proposals from qualified firms to develop a comprehensive MASTER PLAN consistent with the requirements of G.L. c. 41, §81D (herein sometimes referred to as “the Plan”) as set forth below. The successful applicant shall be required to enter into a contract with the Town of Williamstown.

Proposals must be received by 4:00 p.m. on October 15, 2021 to Office of the Town Manager, Town of Williamstown, 31 North Street, Williamstown, MA 01267.

The Town reserves the right to reject any or all proposals, and to waive any informality contained therein, as well as any part of any or all proposals, to negotiate any and all terms and to award the contract as determined to be in the best interests of the Town.

**NO INCOMPLETE, FAXED, ELECTRONICALLY MAILED, OR LATE PROPOSALS WILL BE CONSIDERED.**  
Proposals may be withdrawn prior to the scheduled time for the opening of proposals.

It is the responsibility of the applicant to ensure that delivery is made in a proper and timely fashion. The Town is not responsible for deliveries attempted outside of Town Hall business hours or for any delays in delivery. Any proposals received after such time will not be accepted, unless this date and time have been changed by addendum. Delivery to any other office or department does not constitute compliance with this RFP, unless the proposals are received by the Office of the Town Manager, Town of Williamstown, 31 North Street, Williamstown, MA 01267. by the deadline for receipt of proposals.

All questions about the meaning and intent of this RFP shall be received in writing by mail, fax or email and must be received at least seven days prior to the scheduled proposal deadline and submitted to:

Andrew Groff, AICP  
Director of Community Development  
email: [AGroff@williamstownma.gov](mailto:AGroff@williamstownma.gov)

All questions asked and the responses will be posted publicly on the following website:

<https://sites.google.com/williamstownma.gov/williamstown-master-plan> This will be updated for the duration that this request is open.

## **I. Information about Williamstown**

Williamstown sits in the far northwest corner of Massachusetts in the valley of the Hoosic River and two of its tributaries. The community is surrounded by mountains. At an elevation of 740 feet the viewshed from all points in town are dominated by forested mountains, fast moving streams, and open farmland. Some farmland is still actively used in dairy farming, vegetable farming and hay production. The central small business district and Williams College campus mark the center of town.

The beauty and setting of Williamstown and Williams College have attracted not only tourists, but also retirees and second homeowners to the area. The rich farmland and employment opportunities at the College and local industry have drawn permanent residents since the eighteenth century. The population is a mix of long-time residents and newer residents who work at the college, museums, or in neighboring communities, and retirees, including alumni of Williams College.

Williamstown's setting and natural environment is the community's most valued resource. The Mount Greylock Reservation which crosses the boundary with neighboring North Adams, Adams, and New Ashford sits to the south east of town. The Taconic Mountains lie on the western edge of Williamstown and border New York state. Vermont's Green Mountains frame the town to the north. The Greylock State Reservation, Taconic Trail State Forest, New York State DEC lands, Green Mountain National Forest serve to protect many of these peaks. Extensive hiking trail systems connect Williamstown with the surrounding communities of North Adams, Adams, Clarksburg, New Ashford, Pownal (VT), and Petersburg (NY). This multi-town and multi-state trail system is maintained through a group effort of the Williams College Outing Club, Williams College Center for Environmental Studies, Appalachian Mountain Club, National Park Service, Green Mountain Club, Williamstown Rural Lands Foundation, Town of Williamstown, Hoosic River Watershed Association, The Trustees of Reservations, Taconic Hiking Club, and Massachusetts Department of Conservation and Recreation.

Williamstown and its northern Berkshire neighbors have been characterized by slow economic growth during the last several decades. There has been a steady loss of jobs in the farming and manufacturing industry and these sectors are no longer considered a significant source of jobs or economic development. The majority of townspeople are employed in professional services, mostly in the fields of education, healthcare, and the service industry that has grown up around tourism. In recent years,

due to a variety of factors, including the Covid 19 pandemic, the numbers of those working remotely while living in Williamstown has increased.

## **II. General Information and Project Objectives**

### **Objectives**

The Master Plan is to be prepared and completed in accordance with the requirements of Mass. G.L. chapter 41, section 81D and may include additional elements desired by the Town and further detailed in the RFP. For example, the Town desires this Master Plan and surrounding process to address the following:

- The understanding that local and regional planning studies, as well as market conditions, suggest continued demand for housing and job creation in Williamstown, and to stimulate open discussion about how best to foster and accommodate this potential growth;
- Sustainability should be woven throughout all elements of the Plan. We recognize that climate change is an urgent environmental consideration. Williamstown's Town Meeting has recently adopted a net zero resolution;
- Diversity and inclusion also need to be grounding principles of this project. A robust public process and creative community engagement strategy will be critical to ensuring the Master Plan fairly reflects the needs of the community.

Furthermore, the Town of Williamstown seeks a Master Plan that:

- Is concise, comprehensively written and provides a basis for decision-making about the Town's future;
- Articulates an easily understood vision of the Town's future, crafted from a wide and varied range of community perspectives, and offers an aspirational outlook;
- Is a well-grounded vision supported by a clear, creative, specific, realistic, and cost-effective implementation strategy.
- Provide a basis for decision making about Williamstown's physical development.

The Master Plan should take into consideration recent studies and analyses prepared by or for the Town, as well as applicable regional planning documents from the Berkshire Regional Planning Commission and other regional partners including the Commonwealth and incorporate that information into the Master Plan at the appropriate junctures.

The selected consultant will inventory and analyze various data including but not limited to data that is physical and demographic, and will analyze development trends in order to provide a complete understanding of current conditions. The selected consultant will work with the Master Plan Steering Committee and Town staff to develop and facilitate a robust public participation process that utilizes a variety of techniques to inform and be informed by the public.

The consultant will review the Williamstown Zoning Bylaw, among other existing policy and regulatory documents, to identify and recommend any changes necessary to implement the Plan. The consultant will make other recommendations necessary to carry out the vision, which may include capital improvements, resource allocation, and participation in state and federal programs that are consistent with the Plan's vision.

The Master Plan document should be organized in a clear and logical format and be visually compelling to effectively communicate data, Master Plan objectives, and implementation concepts understandable to the casual reader.

## **Project Timeline**

The project is expected to take approximately eighteen months from authorization to proceed until release of the final Master Plan document by the Williamstown Planning Board in Spring 2023. We expect the project to commence in December 2021 and to initiate the public process in 2022, and we encourage respondents to provide a detailed public engagement plan.

Proposed Timeline:

- RFP Package Available September 10, 2021
- Questions Deadline Sep 28, 2021
- Questions Answered October 5, 2021
- RFP Proposals Due October 15, 2021
- Review & Ranking of Proposals Week of October 25, 2021

- Interview Consultant Teams Starting November 1 , 2021
- Select Consultant & Notify November 15, 2021
- Execute Contract Week of Nov 29, 2021
- Project start date Dec 1, 2021
- Kick-off meeting with Master Plan Committee TBD
- Public event launching Master Plan process TBD
- Final Draft of Master Plan Due Spring 2023

Time periods may be extended by the Town if, in the Town's opinion, circumstances warrant an extension. As part of the submittal requirements the consultant shall submit a detailed scope of services and schedule illustrating tasks and target dates, estimated duration of tasks, milestone dates, and public meetings. Evening meetings or workshops are expected.

## **Funding**

The Williamstown Town Meeting has appropriated \$100,000 for the Master Plan project. The Town is anticipating private fundraising will also comprise a significant portion of the funding for the project. In addition the Town has identified past Town Meeting appropriations from the Community Preservation Act Fund. One appropriation is identified for purposes of planning for affordable housing purposes. This funding may be expended for any and all planning purposes related to increased housing availability and/or affordability. All expenses related to work on housing as it relates to the plan must be carefully documented to ensure compliance with the Community Preservation Act. A second appropriation is for the planning and possible development of recreational and athletic field facilities. Any work on planning for recreation associated with the Master Plan project may be funded by this appropriation. Such work must be carefully documented to ensure compliance with the Community Preservation Act.

The total for all phases of the plan shall not exceed \$180,000.

## **Team Management**

The consultant will work under the advisory guidance of Andrew Groff, Director of Community Development in concert with a Master Plan Steering Committee to be established by the Planning Board. The Director of Community Development and the Chair of the Master Plan Committee will serve as the day-to-day liaison throughout the Master Plan process. Other Town staff will or may facilitate

and support the Consultant team. The Master Plan Steering Committee will be comprised of 10 to 12 members with a broad range of perspectives.

### **III. Project Overview & Scope of Services**

This planning effort is envisioned as an opportunity to engage the community in an open and public process to help define Williamstown's future and vision while taking existing information, demographic trends, and community constraints into consideration. It shall result in a comprehensive Master Plan that is informative, dynamic, and implementable to guide and inform the Town over the next decade. The Master Plan should also address, to some degree, the long-term outlook (15-to 20 years) and impact of decisions and strategies.

#### **Scope of Services**

The Town of Williamstown encourages responding consultants to be creative and propose a scope of work they believe best serves the Town of Williamstown and our needs and objectives. However, the Consultant is expected to complete the following tasks, at a minimum:

- a) An introductory section to the plan to provide the context of the work, history and the community vision, including a goals and policies statement which identifies the goals and policies of the municipality for its future growth and development.
  
- b) A complete analysis of existing conditions for all Master Plan elements to depict baseline conditions, which may include synthesizing existing reports or generating new data. Master Plan elements include land use; housing; economic development; natural resources, cultural and historic resources; open space and recreation; community services and facilities; sustainability; diversity, equity and inclusion; and transportation, circulation and accessibility.

The Master Plan shall include all requirements as set out in Massachusetts General Law, Chapter 41, Section 81D and summarized here:

- Land use plan element which identifies present land use and designates the proposed distribution, location and inter-relationship of public and private land uses. This element shall relate the proposed standards of population density and building intensity to the capacity of land available or planned facilities and services. A land use plan map illustrating the land use policies of the municipality shall be included.

- Housing element which identifies and analyzes existing and forecasted housing needs and objectives including programs for the preservation, improvement and development of housing. This element shall identify policies and strategies to provide a balance of local housing opportunities for all citizens.
- Economic development element which identifies policies and strategies for the expansion or stabilization of the local economic base and the promotion of employment opportunities.
- Natural and cultural resources element which provides an inventory of the significant natural, cultural and historic resource areas of the municipality, and policies and strategies for the protection and management of such areas.
- Open space and recreation element which provides an inventory of recreational resources and open space areas of the municipality, and policies and strategies for the management and protection of such resources and areas.
- Services and facilities element which identifies and analyzes existing and forecasted needs for facilities and services used by the public.
- Circulation element which provides an inventory of existing and proposed circulation and transportation systems.
- Scheduled expansion or replacement of public facilities or circulation system components and the anticipated costs and revenues associated with accomplishment of such activities shall be detailed in this element. This element shall specify the process by which the municipality's regulatory structures shall be amended so as to be consistent with the master plan.

In addition to requirements set out in Massachusetts General Law shall, the Master Plan shall also include:

- Sustainability element that considers the Town's recent net zero resolution as well as other aspects for sustainability planning.
- Diversity, equity and inclusion element which identifies and analyzes existing and forecasted needs for land use policies that support a diverse populace.
- Accessibility and circulation element that identifies and analyzes existing and forecasted needs for accessible as well as pedestrian and bicycle circulation infrastructure.

c) Provide community outreach, engagement, and education throughout the project. We expect this may include a combination of workshops, meetings, focus groups, social media, community events, surveys, and online tools. The public participation component of this process is critical to the overall success of the Master Plan. Summary minutes of meetings should be provided as a deliverable with the final plan.

d) Action plan and implementation strategies for the Town to refer to moving forward that are cost-effective and realistic. Master Plan recommendations made within the various plan elements will likely overlap across elements or involve multiple elements and therefore should be organized logically in the implementation strategies.

#### **IV. Product Deliverables**

The Consultant shall submit all interim and draft reports in electronic form (in an editable format if mark-ups are requested and/or in PDF). For final deliverables, the Consultant shall submit one electronic (in both an editable format and PDF), 5 bound copies, and one loose reproducible original of the final report, the executive summary and all other final printed materials including maps, charts, tables and photographs. All written materials shall be on 8 1/2" x 11" paper format, except for maps, which to the extent feasible shall be 11" x 17".

Copies of all presentation materials including displays and digital presentations used by the consultant at meetings shall be provided to the Community Development Department in reproducible form. In addition, all materials shall be submitted in electronic format compatible with the Town's current and proposed computer hardware and software. Materials for presentations and public meetings shall be presented one week in advance of the subject meeting. All maps shall be compatible with ESRI ArcMap Software.

#### **V. Existing Resources Available and On-going Planning Activities**

In addition to the Town's 2002 Master Plan, there are a number of other existing and on-going planning studies and activities that will be made available to the consultant for use in developing the Master Plan. In order to achieve a cost-effective product, the consultant is strongly encouraged to utilize all resources for existing data and studies and to avoid duplication of effort. Copies of these municipal and regional documents are available for review and include, but are not limited to those in the appendix attached to this request.

#### **VI. Proposal Content Requirements**

One original and four copies, and one electronic version, of the proposal, certifications, forms and all associated materials must be submitted in a sealed package that is clearly marked "Sealed Proposal – Master Plan for Williamstown, MA" on the outside.



One original and four copies of the price proposal in a separate sealed package clearly marked "Sealed Price Proposal – Master Plan for Williamstown, MA" shall also be provided.

Proposals must contain the name and proper address of the proposing firm and must be signed by an authorized member of the firm. Proposals that contain omissions, erasures, alterations, additions, or contain irregularities of any kind, may be rejected. There must be no mention of the applicant's fee in the body of the main proposal. Any mention of the fee will subject the proposal to rejection.

The proposer's name and address must also appear on the outside of the submission package.

### Proposal Format

To set the framework for a comparative analysis of all proposals submitted to the Town of Williamstown all proposals must follow a uniform format. Proposals shall be prepared to follow the same order as this RFP.

Each response to this RFP must include the following items as minimum requirements:

A. Cover letter: Provide a statement explaining in succinct terms the Consultant's understanding of the Town of Williamstown's objectives in preparing a Master Plan and indicating the firm's desire to be considered for the project, signed by a principal of the firm.

B. Title Page: Include the Request for Proposal number; subject; name of the principal consulting firm with address, telephone number, email, and name of contact; list of subcontractors; and date.

C. Table of Contents: Clearly identify material by section and page number.

D. Approach to Plan Development: Describe in narrative form the Consultant's approach and technical plan for preparing the Master Plan. Please provide a detailed summary of how the Project will be accomplished, including an overall approach to performing the work, how existing plans and data will be incorporated into the project, and how sustainability will be incorporated throughout the plan. The plan should include discussion of land use, housing; economic development; cultural and historic and natural resources; open space, recreation and landscaping; community services and facilities; transportation, circulation and accessibility, sustainability and climate change; and implementation.

E. Schedule: Provide a project schedule and identify key tasks and percent completion within each time frame as well as the corresponding billing schedule. Identify key junctures where meetings would occur and the purpose of the meetings. Any draft materials for review at a Master Plan Committee meeting or public meeting shall be provided not less than one week in advance of such meeting.

F. Deliverables: Identify specific products to be delivered and when, and pursuant to Section IV of this RFP.

G. Approach to Public Outreach and Engagement: Describe approach to public outreach and community engagement. Discuss the types of workshops or public meetings in your proposal, as well as any other outreach techniques to be employed. A robust and comprehensive community engagement process is desired. There is an expectation that community outreach and engagement will need to make use of various online and social media tools and applications in addition to in-person events.

H. Approach for Working with the Town's Master Plan Steering Committee and Town Staff: Based on your experience, describe how you propose to interact with the Master Plan Committee throughout the process. Explain your expectations of Town staff and services to support your work.

I. Team Qualifications & Experience: Summary Statement explaining how the lead consultant(s) and any sub-consultants are qualified for the project and detailing the reasons that the team should be selected. Demonstrate what level of familiarity the team has with the Town of Williamstown, including any past projects. Describe the experience and past performance of the Consultant and members of the team on comparable work for government entities. This section should cover, as a minimum, the substantive nature of comparable engagements, the experience of members of the team in working successfully in matters of similar complexity, and the record of the members of the Consultant's team for timely performance. Consultants are requested to give sufficient information of their experience to permit the Town to understand and verify the exact nature of contribution to other projects and entities.

It is preferable that members of the team are familiar with the MA Clean Energy and Climate Action Plan for 2020, the MA Climate Change Adaptation Report, and/or ICLEI's Sustainability Planning Tool Kit or other similar sustainability planning model relevant to this Master Plan process. Include details of team members experienced with such planning activities.

J. Team: Provide names and complete résumés for all professional members of the Consultant's and sub-consultant's (if any) team. Each member's educational background and professional experience

shall be provided. Identify the person(s) who will be the Project Manager(s) with ultimate responsibility for the work.

Provide an organizational chart for the project listing key staff and/or any sub-consultants expected to work on the project. Team members must be available throughout the duration of the project to actively participate.

K. References for Similar Projects: In a table format please provide references for at least three comparable municipal projects, indicate percent completeness of that project, the project lead, and which other team members were assigned to the project. Include name, title, company name, telephone number, and email contact information for all references.

Provide a list of similar projects (e.g., sustainability and Master Plans) completed since 2015 with names, emails and telephone numbers of contact persons in those communities.

L. Samples of at least three of the most recent Master Plans prepared for similar communities, or plans with similar themes, provided electronically via flash drive or dedicated web link. Include sample materials illustrating how planning efforts were communicated to the public including public surveys and their results.

M. Forms: Certificate of good faith, non-collusion, authority and tax compliance.

### **Detailed Cost Proposal**

The price proposal shall contain the following:

- the fee for the entirety of all services proposed in the non-price proposal;
- a detailed breakdown of the professional service fees by task and sub task and by team member;
- this detailed breakdown shall include a breakdown of the costs for housing and recreation related planning elements so compliance with the Community Preservation Act may be assured.
- the hourly rates to be charged by the consultant and its sub-consultants for services performed by each team member.

### **VIII. Evaluation of Proposals**

The selection of the most qualified consultant will be in accordance with the provisions of M.G.L., Chapter 30B, as applicable. Initial screening of applicants will be based on the completeness of the proposal and the demonstrated qualifications within the submittal against the Minimum Evaluation Criteria. The selection committee will complete the initial screening.

A. Minimum Evaluation Criteria

At a minimum, the proposing firm or team must meet the following requirements:

1. The principal and project manager to be assigned to this project must commit to be available for meetings with the Town on days or evenings, as required. Key personnel specified in the project proposal are considered to be essential to the work's performance. Firms or teams must commit to at least a 30-day notification period prior to voluntarily diverting any of the specified individuals or resources to other programs or contracts and must mutually agree with the town on a replacement so as not to impact the quality or timeline of deliverables.
2. The firm or team must have previous experience in developing municipal master plans. Completion of two such projects in municipalities in Massachusetts within the last five years is required.
3. The volume of the firm's current and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The firm and all team members must confirm that they are capable of devoting a significant amount of time to this project in order to complete the work within the mutually agreed upon project schedule.
4. The response to the RFP must be complete and address all items set forth in the RFP.

B. Evaluation Criteria

Those applicants deemed to meet the Minimum Evaluation Criteria will be further evaluated according to the criteria and standards below. An overall rating for each proposal will be calculated by assigning numerical values to the comparative evaluation ratings as follows:

- Highly Advantageous – 10 points
- Advantageous – 7 points
- Not Advantageous – 3 points

Unacceptable – 0 points

A simple arithmetic average rating based on the evaluation criteria will be calculated for each proposal. Interviews will be conducted with the highest ranked firms to determine a final ranking against the Evaluation Criteria. The Town reserves, at its option, the right to select any number of qualified respondents to interview and/or to make a presentation further explaining the submitted proposal. The Town also reserves the right to contact any submitter in order to clarify any aspect of the submitted proposal.

The Town will award the contract to the Consultant offering the most advantageous response to this RFP, taking into consideration all evaluation criteria and the pricing proposal. If the Town fails to negotiate a successful contract with the top ranked firm, the Town will go to the next top ranked firm.

Evaluation Criteria:

1. Desirability of approach to the project, as well as a demonstrated understanding of all project components and public outreach needs. The plan of services should be detailed and logical, and demonstrate efficiencies and creativity in completing the project within the Town's time line.

Highly Advantageous: The plan of services includes a clear understanding of the Town's needs, and proposes a detailed, logical, creative, and highly efficient scheme for producing a complete project that addresses all goals of this project within the Town's time line.

Advantageous: The plan of services proposes a credible scheme for producing a complete project that addresses all of the required issues.

Not Advantageous: The plan of services lacks cohesion or does not sufficiently address the Town's goals or time line.

Unacceptable: The plan of services is not sufficiently detailed to fully evaluate or does not contain components necessary to address all the required issues and completing all tasks.

2. Depth of experience with similar projects in municipal master plans and other significant planning studies;

Highly Advantageous: The Consultant has at least seven years of experience consulting with municipalities or private clients on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of more than two similar projects within the last five years with robust public participation.

Advantageous: The Consultant has at least five years of experience consulting with municipalities or private clients on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of at least two similar projects within the last five years with robust public participation.

Not Advantageous: The Consultant has less than four years of experience but more than one year consulting with municipalities or private clients on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of one similar project within the last five years, with limited public participation

Unacceptable: The Consultant has less than four years of experience consulting with municipalities or private clients on projects of similar size and scope to this project. The Consultant cannot demonstrate the successful completion of similar projects.

3. Ability of the Consultant to provide a significant, robust and innovative public participation and community engagement process to engage the public, partners, and stakeholders, including those least likely to participate

Highly Advantageous: The Consultant has proposed a breadth of traditional and innovative methods to engage the community in development of the master plan and has provided evidence of its experience in both. The proposal is detailed and comprehensive and includes specific ideas for outreach to segments of the community that may be challenging to engage.

The Consultant Team includes particular expertise in community engagement practices.

Advantageous: The Consultant has proposed a credible approach using traditional and non-traditional methods of community engagement and has provided evidence of its experience in doing both.

Not Advantageous: The Consultant has proposed a limited approach using traditional methods

of community engagement and has not included the use non-traditional community engagement activities in their proposal.

Unacceptable: The Consultant's plan for community engagement is not sufficiently detailed to fully evaluate.

4. Strength and credibility of client references. The Town will contact the Consultant's references to determine prior client satisfaction with Consultant's working relationship, project management capabilities, and technical expertise in developing similar projects.

Highly Advantageous: More than three clients who consider your services satisfactory or better.

Advantageous: Three clients who consider your services satisfactory or better.

Not Advantageous: Three or more clients not all of whom consider your services satisfactory or better.

Unacceptable: Fewer than three clients who consider your services satisfactory or better, or three or more clients who consider your services unsatisfactory.

5. Demonstrated ability to meet project budget and project schedule.

Highly Advantageous: All of the Consultant's references indicate that the projects were completed within budget and on schedule or with minimal, insignificant delays.

Advantageous: One of the Consultant's references indicates that the project was not completed within budget attributable to the Consultant or with substantial delays attributable to the Consultant, and no current project or project completed in the last three years experienced substantial delays attributable to the Consultant.

Not Advantageous: Two of the Consultant's references indicate that the project was not completed within budget attributable to the Consultant or was completed with substantial delays attributable to the Consultant, and no current project or project completed in the last year experienced substantial delays attributable to the Consultant.

Unacceptable: More than two of the Consultant's references indicate that the project was not

completed within budget attributable to the Consultant or was completed with substantial delays attributable to the Consultant.

## 6. Strength and effectiveness of communication and presentation skills

Highly Advantageous: The Consultant gave an excellent oral and visual interview presentation to demonstrate their ability to effectively communicate. Evidence of outstanding presentation and listening skills. Provided thoughtful and responsive answers to questions.

Advantageous: The Consultant gave a satisfactory oral and visual presentation during the interview.

Not Advantageous: The Consultant gave an adequate oral and visual presentation during the interview.

Unacceptable: The Consultant provided a poorly organized and uninteresting oral and verbal presentation during the interview.

## RULE FOR AWARD

The Town will award the contract to the most responsive and responsible person or firm offering the most advantageous proposal, taking into consideration the proposer's experience, references, communication skills, interview, and capacity to provide the service, as well as the proposal price. All contract awards are made by the Williamstown Board of Selectmen.

## CERTIFICATE of GOOD FAITH, NON-COLLUSION, TAX COMPLIANCE & AUTHORITY

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



The undersigned certifies under the pains and penalties of perjury that he/she is authorized on behalf of the contractor named below to submit bids and proposals and execute contracts in the name on behalf of said contractor. If the bidder is a corporation, a clerk's certificate of the vote of a Director's meeting will be provided.

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Social Security Number or Federal Identification Number

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Company Name

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Printed Name of Signer

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Signature

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Date

SAMPLE AGREEMENT BETWEEN THE TOWN OF WILLIAMSTOWN and CONSULTANT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of Williamstown in Berkshire County and the Commonwealth of Massachusetts (hereinafter "TOWN"), and \_\_\_\_\_ (hereinafter "Consultant"), with its principal place of business at \_\_\_\_\_.

The TOWN and Consultant agree to the performance and furnishing of certain services as set forth in the TOWN's Request for Proposals (RFP) dated \_\_\_\_\_, 2021, including the Scope of Work.

The Town of Williamstown Community Development Department is responsible for administering this contract. This Agreement will become effective on the date that the last party fully executes the same.

All work must be completed by \_\_\_\_\_, 2023.

Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

1.0 CONTRACT DOCUMENTS

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between the TOWN and Consultant and supersede any and all prior written or oral understandings between the TOWN and Consultant. In the event of a conflict between this Agreement and any of the Exhibits set forth below, this Agreement shall take precedence.

Exhibits:

- A. TOWN Request for Proposals (RFP)
- B. Addenda to RFP dated \_\_\_\_\_
- C. Consultant's Written Proposal dated \_\_\_\_\_, 2021
- D. Certificate of Insurance Required by this Agreement
- E. Certificate of Good Faith, Non-Collusion, Authority and Tax Compliance

2.0 CONSULTANT'S SERVICES

The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by qualified planners engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services

assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice.

The full execution of this Agreement by the TOWN and Consultant constitutes the TOWN's written authorization for Consultant to proceed with the services as described herein. At no time will any provision of this agreement make the TOWN liable for payment for performance of work under this agreement in excess of the amounts that have been appropriated by Town Meeting and designated by the TOWN for expenditure for the purpose of this agreement.

### 3.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents produced pursuant to this Agreement shall be the property of the TOWN.

All information acquired from the TOWN, or from others at the expense of the TOWN, in the performance of this Agreement shall be and remain the property of the TOWN. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

### 4.0 TOWN'S RESPONSIBILITIES

The TOWN shall appoint a person to serve as liaison between the TOWN and Consultant with respect to the Services. In addition to serving as the TOWN's liaison, this person shall be responsible for scheduling meetings between the Consultant and the TOWN's representatives. This person, however, shall have no authority to bind the TOWN to make payments in excess of the funding allocated for this Agreement. The TOWN shall provide all information requested by Consultant that is necessary for completion of the Services. However, the TOWN shall not be required to provide information not readily available to it.

### 5.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

The TOWN shall pay the Consultant for the performance of this Agreement a sum not to exceed \$180,000 for the services as described in the Consultant's written proposal.

In order for the TOWN to process payment, the Consultant shall invoice the TOWN for work performed and documented related expenses incurred during the invoice period. Invoices shall show individual, time per individual, itemized description of activities and hourly rate. Work on housing and recreation

related items shall be specifically itemized to ensure compliance with the Community Preservation Act.

The processing of payments to the Consultant shall be predicated upon the availability of sufficient funds within the TOWN account.

This Agreement does not provide for the payment by the TOWN to Consultant for any expenses incurred by Consultant outside the scope of this Agreement. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of the TOWN of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

## 6.0 SUSPENSION OF WORK

If the TOWN is unable to proceed under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within control of the TOWN, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of the Services shall be extended to such reasonable time as the TOWN may determine that will compensate for time lost by such delay, with such determination to be set forth by the TOWN in writing.

## 7.0 TERMINATION

### 7.1 By TOWN

7.1.1 In the case of any default or breach on the part of Consultant with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof. If said default is not remedied by Consultant within such time as the TOWN shall specify in writing, this Agreement may be deemed terminated by the TOWN. In case of such termination for breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach and the amount of any balance due Consultant shall be determined by the TOWN in good faith.

7.1.2 Notwithstanding any other provision of this Agreement, this Agreement is subject to appropriation of adequate funds by the TOWN. The TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. The TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing

through the date of termination less any offset or claim of the TOWN. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

7.1.3 In the event of termination by the TOWN, all finished work and documentation, complete and incomplete, shall be delivered to the TOWN. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

7.1.4 After the notice of termination for cause under Section 7.1.1 above, if it is determined by a court of competent jurisdiction that said cause was invalid, the termination shall be deemed to have been affected for the convenience of the TOWN under Section 7.1.2. In such event, a payment adjustment shall be made as provided in Section 7.1.2.

7.1.5 Any termination or suspension of this Agreement shall not impair the TOWN's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of the TOWN to terminate this Agreement.

## 7.2 By Consultant

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant shall have the right to terminate this Agreement if the TOWN fails to make timely payments on the amounts due to Consultant under this Agreement.

## 7.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this Agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

## 8.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

8.1. Worker's compensation insurance in accordance with Massachusetts General Laws. The policy shall be endorsed to waive the insurer's rights of subrogation against the TOWN.

8.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$500,000.00 for each occurrence and \$1,000,000.00 in the aggregate. This policy shall be endorsed to waive the insurer's rights of subrogation against the TOWN.

8.3 Comprehensive automobile liability insurance (including owned, non-owned and hired vehicles) at limits not less than:

- a. \$1,000,000 per occurrence for Bodily Injury;
- b. \$500,000 per occurrence for Property Damage; or
- c. \$1,000,000 combined single limit

8.4 Professional liability insurance for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.

8.5 The Consultant must furnish a certificate of insurance evidencing all insurance coverage required by this Agreement with the TOWN at the time of Agreement. This certificate of insurance will be attached to this Agreement as Exhibit D.

8.6 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the TOWN. The TOWN shall be added as an additional insured on each policy, with the exception of the worker's compensation and professional liability insurance. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each applicable policy. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the TOWN to be listed as an additional insured.

## 9.0 INDEMNIFICATION

Consultant hereby agrees to indemnify, defend, and hold harmless the TOWN, and its officers, attorneys, employees, and agents from and against any and all claims including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's Services, or any activities, operations, conducts, negligence, or omissions of Consultant, regardless of whether same is caused in part by the TOWN or any third party.

## 10.0 MISCELLANEOUS PROVISIONS

### 10.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or the TOWN entered into this Agreement.

### 10.2 Binding Agreement and Assignment of Interest

This Agreement shall be binding upon Consultant and the partners, successors, heirs, executors, Managers, assigns and legal representatives of the Consultant. The Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of the TOWN.

### 10.3 Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its Services to any person, corporation, or entity without the prior written consent of the TOWN. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

### 10.4 Inspection by the TOWN

The authorized representatives and agents of the TOWN shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

### 10.5 Incorporation of Applicable Law

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

### 10.6 Governing Law

The Consultant shall perform its services in conformity with the requirements and standards of the TOWN and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government. In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

### 10.7 Compliance with Massachusetts Tax Law

Pursuant to Mass. G.L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

### 10.8 Corporate Contractor

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the Consultant complies with this section.

### 10.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any



provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, or otherwise.

10.10 Independent Contractor

The Consultant is considered an independent contractor for all services described herein and shall not be eligible for benefits, workers' compensation, or unemployment benefits. Nothing herein shall be construed so as to imply an employment relationship.

IN WITNESS WHEREOF, the parties hereto have executed copies of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Consultant

\_\_\_\_\_

By:

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

Town of Williamstown

By its duly authorized representative and Chief Municipal Official

\_\_\_\_\_

Town Manager

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