

**PIONEER VALLEY PLANNING COMMISSION  
REQUEST FOR PROPOSALS**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

**A. Project Overview**

1. The Pioneer Valley Planning Commission (PVPC) wishes to receive proposals for a consultant to provide Root Cause Solutions Exchange Coaching in western Massachusetts and with additional rural communities across the Commonwealth. The consultant will help launch the Massachusetts Root Cause Solutions Exchange and be responsible for the design and delivery of efforts that engage diverse audiences, including engagement with community members, local and state health departments and other government agencies, community-based organizations, advocates, and other stakeholders with the purpose of advancing policy, systems and environmental change that address social determinants and root causes of health, as the Pioneer Valley Planning Commission works with Health Resources in Action (HRIA), the Metropolitan Area Planning Commission (MAPC) and the MA Department of Public Health to create the Root Cause Solutions Exchange, a MA Department of Public Health (MADPH) funded project that will serve as a center for excellence that builds capacity and improves community conditions – Social Determinants of Health (SDoH) – to build resilience and reduce vulnerability to COVID-19, chronic disease, climate change, and other conditions, with an explicit focus on structural racism. A sample form of contract is provided as Attachment E.
2. Services provided under this contract are expected to be provided from approximately February 1, 2024 through June 30<sup>th</sup> 2024, with a likely extension through June 30 2025. Upon mutual agreement, this contract may be renewed for additional 12-month periods.
3. The PVPC reserves the right to reject any and all proposals if it is deemed in the best interests of the PVPC to do so. The PVPC will be the awarding and contracting authority.
4. A proposal must remain valid until the award date of the contract for services herein sought.
5. The PVPC may cancel this Request for Proposals (RFP), in whole or in part, at any time whenever such an act is deemed in its best interest.
6. The PVPC will not be responsible for any costs incurred by a proposer in preparing and submitting a proposal in response to this RFP.
7. Any questions pertaining to this RFP should be directed to Erica Johnson, Chief Procurement Officer, Pioneer Valley Planning Commission at (413) 781-6045 or [ejohnson@pvpc.org](mailto:ejohnson@pvpc.org).

**B. Scope of Services**

A detailed scope of services is provided in Attachment A.

**C. Proposal - Submission Procedures**

1. The submission and review of such proposals must comply with 2 CFR Part 200, Chapter 30B of the Massachusetts General Laws, and any other applicable MA DPH policies, Center for Disease Control and Prevention (CDC) policies, and state and federal regulations. Acceptance of any proposal to provide such services is subject to the continued availability of funds.
2. Proposals must be submitted separately from pricing information. Sealed envelopes should clearly identify the party submitting the proposal and indicate that it contains either the

pricing or non-pricing information for the proposal. A single original hard copy of each portion (price and non-price) of the proposal must be submitted in two separate envelopes. Both envelopes should be submitted to:

**Pioneer Valley Planning Commission  
60 Congress Street, 1<sup>st</sup> Floor  
Springfield, MA 01104**

**ATTN.: Erica Johnson**

**Re: Root Cause Solutions Exchange Coaching in western Massachusetts**

3. Proposals must be received no later than 2:00 P.M. on Thursday, January 11<sup>th</sup>, 2024.
4. Only one hard copy is required to be submitted. Once it is confirmed that your proposal has been received prior to the deadline and that price and non-price proposals have been properly separated, an electronic version of both proposals will be sequentially requested by the PVPC to allow for review by multiple individuals.
5. Proposals may be changed or withdrawn prior to but not subsequent to this date, by submission of such change in writing in a sealed envelope, identifying the submitting party and indicating that it contains a correction of the pricing or non-pricing proposal for Root Cause Solutions Exchange Coaching in western MA Consultant Services.
6. The contents of proposals will be kept confidential until the evaluation process is completed. However, at the time the non-price proposals are opened, a register of proposals, including the name of each proposer and the number of proposal modifications submitted by each proposer, will be made available to the public.

**D. Modifications to Proposals**

1. Modifications to proposals may be submitted prior to the date and time specified for receipt of proposals.
2. An original and two copies must be submitted together with a transmittal letter signed by an authorized official of the firm.
3. Modifications must be submitted in sealed envelopes, clearly marked " Root Cause Solutions Exchange Coaching in western MA Consultant Services - Modification No.\_\_\_".
4. Mark the outside envelope showing whether the enclosed modification refers to the pricing or non-pricing information.

**E. Submission Requirements**

1. Each proposal submitted should contain the following:
  - a) A current resume detailing work history.
  - b) Responses to Quality Requirements and Comparative Evaluation Criteria (See Sections F & G).

- c) Certificate of Compliance (Attachments C).
- d) A list of at least four (4) references (Form provided in Attachment D must be used).
- e) The name and title (if any) of all those who will be assigned to this project.

To be provided separately:

- f) Price Proposal Submission Form (Attachment B).

2. If any part of the scope of services under this RFP is to be completed by a subcontractor, the proposer will provide a complete description of the services to be subcontracted for along with a complete description of the qualifications and capabilities of the subcontractor. As part of the contract award for services, the PVPC reserves the right to approve or disapprove any and all such subcontractors and to revoke any approval previously given.

**F. Quality Requirements**

The following shall be considered minimum standards necessary to perform the scope of work. Acceptable evidence or certification must be provided to demonstrate the minimum standards are being met. Failure to meet the minimum standards as described below shall result in a rejection of the proposal.

1. The Consultant must have experience and the ability to develop and provide coaching, technical assistance and training to rural communities, community groups and municipal officials.
2. The Consultant must have knowledge of root causes of disparate health outcomes, social determinants of health, public health, land use and environment planning, and local government regulatory processes.
3. The Consultant must have a deep commitment to community voice and effective and inclusive governing.
4. The Consultant must have strong facilitation skills.

**G. Comparative Evaluation Criteria**

Each competing firm must indicate if and how they meet the following Comparative Evaluation Criteria. Responses to each of these criteria will be judged in three rating categories:

- Highly advantageous**
- Advantageous**
- Not advantageous**
- Unacceptable**

To what extent are the following met?

1. Number of years' experience developing and providing coaching, technical assistance and training to rural communities, community groups and municipal officials.

<b>Highly advantageous</b>	Seven (7) or More Years Experience
<b>Advantageous</b>	Four (4) to Six (6) Years Experience
<b>Not advantageous</b>	One (1) to Three (3) Years Experience
<b>Unacceptable</b>	Less than One (1) Year Experience

2. Knowledge of root causes of disparate health outcomes, social determinants of health, public health, land use and environment planning, and local government regulatory processes.

<b>Highly Advantageous</b>	Seven (7) or More Years Experience
<b>Advantageous</b>	Four (4) to Six (6) Years Experience
<b>Not Advantageous</b>	One (1) to Three (3) Years Experience
<b>Unacceptable</b>	Less Than One (1) Years Experience

3. Deep commitment to community voice and effective and inclusive governing.

<b>Highly Advantageous</b>	Seven (7) or More Years Experience
<b>Advantageous</b>	Four (4) to Six (6) Years Experience
<b>Not Advantageous</b>	One (1) to Three (3) Years Experience
<b>Unacceptable</b>	Less than One (1) Year Experience

4. Strong facilitation skills.

<b>Highly Advantageous</b>	Seven (7) or More Years Experience
<b>Advantageous</b>	Four (4) to Six (6) Years Experience
<b>Not Advantageous</b>	One (1) to Three (3) Years Experience
<b>Unacceptable</b>	Less than One (1) Year Experience

**H. Rule for Award**

Proposals will be evaluated, scored and ranked by a review committee designated by the Pioneer Valley Planning Commission. The award will be made according to the following guidelines:

1. Price and non-price proposals will be separated.
2. The non-price proposals will be opened at the time specified in this RFP in the presence of one or more witnesses. Each proposal will be examined to determine whether it meets all submission and quality requirements specified in this RFP. Any proposal that fails to comply with these requirements will be considered non-responsive and eliminated from the competition.
3. The remaining non-price proposals will then be evaluated according to the Comparative Evaluation Criteria specified in Section G of this RFP. Evaluations will be in writing and will indicate the rating given for each criterion, the reasons for the rating, a composite rating of each proposal, and the reasons for the composite rating.
4. After the non-price proposals have been evaluated and ranked, price proposals will be opened. The best price shall be the lowest total price based on this comparison.
5. Finally, the most advantageous proposal will be selected by weighing both qualifications and price. The PVPC will consider price and the following factors:
  1. whether or not the submission procedures and requirements as set forth in this RFP have been met;
  2. whether or not the quality requirements as set forth in this RFP are met;
  3. whether or not the consultants references are satisfactory;

4. whether or not the consultant has demonstrated the ability to serve the Commission well from a technical and management viewpoint; and
5. the comparative evaluation ratings.

As previously noted, the PVPC reserves the right to reject any proposal which, in its judgment, fails to meet the requirements of this RFP or which is incomplete, conditional, or obscure; or which contains additions or irregularities; or in which errors occur; or if it is determined to be in the best interests of the PVPC to do so.

The PVPC reserves the right to waive minor discrepancies or permit a competing firm to clarify such discrepancies and so conduct discussions with all qualified competing firms in any manner necessary to serve the best interests of the PVPC. The PVPC reserves the right to award the contract up to forty-five (45) days after the proposal due date. The PVPC also reserves the right to award a contract based upon written proposals received without prior discussions or negotiations.

The Pioneer Valley Planning Commission will be the awarding and contracting authority.

## Attachment A: Scope of Services

### Root Cause Solutions Exchange Coaching in western Massachusetts

**Work Product 1:** Develop and provide coaching, technical assistance, and training to twenty (20) community groups OR municipal officials OR groups of residents in western Massachusetts communities.

The RCSE Coach consultant is primarily responsible for the provision of coaching services, technical assistance and training to western Massachusetts communities and residents of western Massachusetts communities using evidence-informed and/or innovative practices. PVPC has elaborated a three-stage coaching process that the RCSE Coach consultant will be responsible for completing with an estimated 10 entities during the work period. In consultation with PVPC staff it may be that some western Massachusetts municipalities, community organizations and resident groups may need only technical assistance or training and not coaching services; in these instances, the RCSE Coach consultant will be responsible to provide appropriate TA and/or training. The final number of entities receiving coaching or TA/training will be determined by the Consultant in deliberation with the PVPC Project Manager and will include at least 10. For municipal officials, the focus may be on building capacity within local government to collaborate with residents who have been systemically excluded or disenfranchised and increase public transparency and accountability.

**Work Product 2:** Support community mobilization to advance policies and systems that create the opportunity for leading a healthy life.

The RCSE Coach consultant must be familiar with social determinants of health, policy, systems and environmental change and the range of regulatory and other policy and system solutions that create healthier communities.

**Work Product 3:** Build relationships with power-building and grassroots organizations and support their ability to influence local, state government and the private sector.

Reach out to, engage and meet with community-based organizations in western Massachusetts and in other rural areas of the Commonwealth to explain the purpose of the Root Cause Solutions Exchange and work to assure active participation of CBOs serving rural communities and rural residents, in the RCSE. Goal for period ending June 30, 2024 is 10 relationship-building experiences.

**Work Product 4:** Develop and advance comprehensive community engagement strategies to assure that all western Massachusetts communities are aware of the Root Cause Solutions Exchange and that at least 50% actively participate in it before June 20, 2024

Prepare a community engagement plan for Root Cause Solutions Exchange work in western Massachusetts communities and finalize it with guidance from the RCSE team of MA DPH, Health Resources in Action (HRiA), the Metropolitan Area Planning Council (MAPC) and the PVPC and then implement it by June 30, 2024.

**Work Product 5:** Project Completion & Completion of all reporting, invoicing and other required paperwork.

The consultant will:

- Maintain contract files. All files are to be made readily available for inspection, monitoring and for final disposition.
- Submit reports on program performance and invoices as requested by the Commission and required by the contract with HRiA and their contract with MADPH.
- Meet with Commission staff bi-weekly through June 30, 2024, weekly for January 2024.

**Attachment B: Price Proposal**

**Root Cause Solutions Exchange Coaching with Rural Communities in Massachusetts**

Prices must be provided for all items below. For comparison and award purposes, the price listed for Total Compensation RCSE Coaching (which is inclusive of items 1 – 5) will be used.

<b>Work Product</b>	<b>Amount (\$) Per Unit</b>
<b>Work Product 1:</b> Develop and provide coaching, technical assistance, and training to ten (10) community groups OR municipal officials OR groups of residents	
<b>Work Product 2:</b> Support community mobilization to advance policies and systems that create the opportunity for leading a healthy life.	
<b>Work Product 3:</b> Build relationships with power-building and grassroots organizations and support their ability to influence local, state government and the private sector.	
<b>Work Product 4:</b> Develop and advance comprehensive community engagement strategies to assure that all western Massachusetts communities are aware of the Root Cause Solutions Exchange and that at least 50% actively participate in it before June 20, 2024	
<b>Work Product 5:</b> Project Completion & Completion of all reporting, invoicing and other required paperwork.	
<b>Total Compensation RCSE Coaching</b>	
NOTE:	

Requests for payment, in a pre-approved and agreed upon format, shall be submitted to the PVPC monthly.

**Attachment C: Certificate of Compliance**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

**Certificate of Non Collusion**

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

**Non Discrimination and Affirmative Action**

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The PVPC shall not be liable for any costs associated with the consultant's defense of claims of discrimination.

**Public Contracts Debarment**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, United States Federal Government, and/or the PVPC. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. The Contractor shall provide immediate written notification to the municipality and PVPC at any time during the period of the contract of prior or prior to the contract award if the Contractor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the municipalities, the contract will be cancelled and the award revoked.

**Qualifications**

The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

**Tax Compliance Certification**

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

**Employment Security Contributions and Compulsory Workers' Compensation Insurance**

Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing Proposal

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date



**Attachment D: Reference Form**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

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

Title: **Root Cause Solutions Exchange Coaching in western Massachusetts**

1. Reference: \_\_\_\_\_

Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Description and date(s) of services provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Reference: \_\_\_\_\_

Representing: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Description and date(s) of services provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment D: Reference Form (continued)**

3. Reference: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Description and date(s) of services provided:**

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4. Reference: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Description and date(s) of services provided:**

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**Attachment E: Advertisement**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

**Request for Proposals**

**Pioneer Valley Planning Commission**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

The Pioneer Valley Planning Commission (PVPC) is seeking Root Cause Solutions Exchange Coaching in western Massachusetts consulting services to assist in co-facilitating the development of the Massachusetts Root Cause Solutions Exchange to start in January 2024. It is expected that services will be needed for at least 1.5 years and possibly additional years.

A more detailed Request for Proposal (RFP) is available through the Pioneer Valley Planning Commission. Please contact Sue Ortiz at [sortiz@pypc.org](mailto:sortiz@pypc.org) for a copy of the RFP. The RFP will be available from the time of this notice until the due date specified below. The PVPC reserves the right to reject any and all proposals if it is deemed in its best interests to do so. The PVPC will be the awarding and contracting authority.

**Completed proposals are to be submitted to the PVPC no later than 2:00 PM, Tuesday, January 23<sup>rd</sup>, 2024.**

**Attachment F: Sample Contract Agreement**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

**AGREEMENT  
BY AND BETWEEN**

**Pioneer Valley Planning Commission  
and  
Consultant**

**Root Cause Solutions Exchange Coaching in western Massachusetts**

This Consultant Agreement (“Agreement”) is made effective as of this xx day of January, 2024 by and between the Pioneer Valley Planning Commission, a Regional Planning Commission established under Massachusetts law, with a usual address of 60 Congress Street, Springfield, Massachusetts 01104 (hereinafter referred to as the “Commission”) and xxxxx, an individual with a usual address of xxxxx, (hereinafter referred to as the “Consultant”).

**Preliminary Statement**

WHEREAS, the Pioneer Valley Planning Commission collaborated with Health Resources in Action (HRIA) and the Metropolitan Area Planning Commission (MAPC) and was selected by the Massachusetts Department of Public Health to facilitate development of the Root Cause Solutions Exchange and to provide Coaching services to western Massachusetts communities and community based organizations and residents, and

WHEREAS, the PVPC is seeking a qualified consultant to provide Root Cause Solutions Exchange consulting services for western Massachusetts, and

WHEREAS, the Consultant is qualified to provide Root Cause Solutions Exchange coaching services for western Massachusetts and for rural communities;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Engagement as Consultant.

a. The Commission hereby engages the Consultant to provide part-time consulting services independently and on the Consultant’s own schedule. The Consultant shall perform services based upon work as assigned by the PVPC and outlined in the Scope of Services found in Attachment A.

b. The Commission shall assume responsibility for assisting insofar as possible for the purpose of efficiency and furnishing the Consultant with project information needed to satisfactorily complete the services.

c. The relationship of the Consultant to the Commission is that of independent contractor only, and nothing herein shall be construed as creating any other relationship. The Consultant may adopt such arrangements as they choose to perform the Services. The Consultant may determine in their sole discretion the hours during which the Services are provided. The Consultant may determine in their sole discretion the place or places where the Services are to be furnished, provided that the details, hours and Services shall be

performed in a manner reasonably calculated to attain the most satisfactory results for Commission. The Consultant shall furnish their own supplies, including computer, software, and phone.

d. The Consultant will perform services competently, professionally, and in accordance with applicable industry and professional standards and will comply with Commission policies and protocols.

e. The Consultant shall maintain general liability insurance, automobile liability coverage, professional liability insurance and such other insurance as required by law, with carriers and amounts as Commission may reasonably require, and will provide proof of such insurance to Commission. At the request of Commission, Commission shall be a loss payee or an additional insured on such policies.

f. No subcontracts may be awarded by the Consultant the purpose of which are to fulfill in whole or in part the services required of the Consultant, without prior written approval of the Commission. A subcontract shall not relieve or discharge the Consultant from any obligation, responsibility or liability under the Contract. All subcontracts shall be in writing and shall include by reference compliance with all terms and conditions of this Agreement.

## 2. Term.

This Agreement shall be in effect beginning xxx, 2024 and ending June 30, 2024 ("Term") unless otherwise agreed to be the parties in writing or otherwise terminated sooner pursuant to Paragraph 4 of this Agreement. Upon mutual agreement, and subject to funding and performance, this contract may be extended in writing for one, separate one-year period.

## 3. Work Product Ownership.

a. The Consultant owns any materials, data, content and contacts which they originated before they began working with the Commission, provided that the Consultant is free to use that information. The Consultant shall not use any information without the express permission of the owner of the information. The Commission owns and has the right to published materials including, without limitation, reports, manuals, publications, pamphlets, brochures, advertisements, mass mailings, notices and articles prepared under this agreement with the Consultant and any subcontractors of the Consultant, all times during the engagement with Commission and after the engagement has ended. Such work product shall be reported to the Commission monthly during the engagement and a final report shall be provided by the Consultant to the Commission on the day that the engagement is terminated.

b. All work products produced or otherwise resulting from Services performed by the Consultant shall be deemed "work for hire" within the meaning of applicable copyright laws and shall be the property of Commission. In the event that any such work product is not deemed "work for hire" under any applicable law, the Consultant hereby conveys, assigns and relinquishes to the Commission all such right, title and interest in and to such work product unless written agreement made to by the Consultant and the Commission on a case by case basis.

## 4. Termination.

a. Termination by Commission Without Cause. This Agreement may be terminated without cause by the Commission for any reason with fifteen (15) days' prior written notice.

b. Termination by the Commission with Cause. The Commission may terminate this Agreement immediately upon notice if the Consultant demonstrates personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty, intentional failure to perform stated duties, willful violation of any law, rule, or regulation (other than traffic violations or similar offenses), or material breach of any provision of this Agreement, as reasonably determined by the Commission in good faith.

c. Termination by Consultant. This Agreement may be terminated by the Consultant with fifteen (15) days' written notice for the following reasons:

- i. Failure by the Commission to pay compensation pursuant to Paragraph 5, below.
- ii. A reasonable determination by the Consultant that the satisfactory completion of one or more of the agreed upon activities is rendered improbable, unfeasible, impossible or illegal, without fault of the Commission, provided however, that the Consultant shall first have
  1. advised the Commission of the reasons for the determination, and
  2. developed and proposed such solutions as appear feasible, and
  3. sought to negotiate an amendment of the Agreement with the Commission and such efforts have not satisfactorily removed the impediment to completion.

d. Termination by Death or Disability. This Agreement shall terminate upon the death of the Consultant. If the Consultant shall become incapable of fulfilling their obligations hereunder because of injury or physical or mental illness, and such incapacity shall exist or reasonably may be expected, upon competent medical opinion, to exist for more than one month in the aggregate during any period of twelve consecutive months, the Commission may terminate this Agreement, and the parties shall have no further rights and obligations hereunder, except those set forth in Section 4(e) hereof.

e. Upon termination, the Consultant shall immediately deliver to the Commission all keys, personal property, Confidential Information, data, records, work product including contact information and a summary of the status of each account, and a forwarding address. Upon delivery of any Confidential Information to the Commission hereunder, the Consultant shall not retain any physical or electronic copies thereof unless there is a written agreement by the Consultant and the Commission.

f. In the event of termination, the Commission shall pay the Consultant for services rendered through the date of termination.

## 5. Compensation.

a. The Commission will pay the Consultant at a rate not to exceed \$xx,xxx and in accordance to the Budget included as Attachment B to this Agreement.

b. The Consultant will bill the Commission for Services provided per this Agreement. Each bill will be accompanied by a progress report prepared by the Consultant which describes work to date as outlined in the Scope of Work and Budget. The Consultant will be paid, upon receipt of an invoice, within 30 days of receipt of payment. The Consultant shall not be entitled to any other compensation from the Commission for its performance under this Contract.

6. Indemnification.

The Consultant hereby agrees to indemnify and hold Commission including its directors, officers, employees and affiliates harmless from and against any and all claims, liabilities, losses, damages, costs and expenses including without limitations the fees and expenses of counsel, related to and arising from directly or indirectly the Consultant's provision of Services pursuant to this Agreement and/or the breach of any of Consultant's representations herein.

7. No Employment Contract, No Benefits.

Nothing contained in this Agreement shall be construed to constitute the Consultant or any owner or employee of the Consultant as a partner, employee or agent of the Commission, nor shall any party have any authority to bind the other without the written consent of the other, it being intended that each shall remain responsible for its own actions. As a non-employee, the Consultant is not entitled to benefits. The Consultant is not entitled to health insurance, retirement plan, severance, COBRA, paid holidays, paid vacation, sick leave or any other benefits during or following engagement.

8. Trademarks and Other Intellectual Property Rights.

a. The Consultant acknowledges that the Commission is the owner of all right, title and interest in and to the trademarks used by the Commission on its products worldwide, the logos, design patents and other intellectual property associated therewith ("Intellectual Property") together with any new or revised names or designs which the Commission may adopt to identify it or any product during the Term hereof, and the Consultant agrees not to adopt, modify or use any of the Intellectual Property in any manner inconsistent with the best intent of the Commission and solely to provide the Services as described in this Agreement.

b. The Commission hereby grants to the Consultant a limited license to use the Intellectual Property provided that it is used solely in connection with the Services.

c. The Consultant agrees not to apply for registration of any trademarks or patents for any mark or product confusingly similar to the Intellectual Property.

d. The Consultant agrees to use only the Intellectual Property in providing the Services and not to modify the Intellectual Property.

9. Confidential and Proprietary Information.

a. During the term of this Agreement, the Consultant may be given access to certain confidential information consistent with applicable federal and state regulations, including M.G.L. Ch. 66, Section 10 and 201 CMR 17:00, regarding access to public records and the protection of personal information ("Confidential Information").

b. The Consultant shall not, without the prior written consent of the Commission, misappropriate, disclose or make available to anyone for use outside the Commission's organization at any time, either during their assignment or subsequent to termination of their assignment, any such Confidential Information (whether proprietary or not and whether constituting a trade secret or not). These obligations shall survive termination of this Agreement.

10. Injunctive Relief.

The Consultant recognizes that the rights and privileges granted to the Consultant by this Agreement, and the Consultant's corresponding obligations to the Commission, are of a special, unique character, the loss of which may not be reasonably or adequately compensated for in damages in any action at law. Accordingly, the Consultant understands and agrees that the Commission shall be entitled to seek equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of this Agreement. This entitlement shall not be construed as limiting the Commission's remedies at law or in equity.

11. Record Retention.

a. The Consultant shall maintain those books, records, and other documents, including but not limited to payroll records, and accounting records that are sufficient to document that activities carried out were in accordance with this Agreement. Such records shall contain all information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. The Consultant shall maintain such records for a period of seven (7) years from the date of completion, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

b. The Consultant shall make all books, accounts, records, reports, files, and other papers, things or properties that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by the Commission or its authorized representatives.

12. Consultant's Representations.

The Consultant represents and warrants to the Commission the following:

a. Services will be performed in a timely and professional manner in accordance with this Agreement.

b. Services will be performed consistent with industry best practices.

c. The Consultant has the legal right to enter into this Agreement and does so freely.

d. The Consultant will provide materials that are the Consultant's own original work and are not subject to royalties or third-party copyrights unless the Consultant has secured and retained exclusive rights to such work and the Commission has expressly agreed to its use.

13. Attorney's Fees.

If any legal action or any other such proceeding is brought to enforce this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover, from the non-prevailing party, reasonable attorneys' fees, court costs and other litigation expenses incurred in that legal action or proceeding, in addition to any and all other relief to which the prevailing party would otherwise be entitled to recover.

14. Non-Collusion and/or Fraud.

The Consultant agrees to perform this contract in good faith and without collusion or fraud with other persons and shall not interfere or influence any related contract or program as a result of the services agreed upon hereunder.



15. Conflict of Interest.

The Consultant shall adhere to the mandates of the Massachusetts Conflict of Interest statute M.G.L. Ch. 268A.

16. Non-Discrimination.

The Consultant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting workplace discrimination.

17. Severability.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in full force and affect.

18. No Conflicting Obligations.

The Consultant represents, warrants and covenants that they have the full right to enter into this Agreement and perform their obligations hereunder; and that they are not currently under, nor will they enter into, any legal obligations with any third party that restrict their activities as a Consultant of the Commission or conflict with their obligations to the Commission hereunder. The Consultant shall not accept work that would reasonably constitute a conflict of interest with any work performed for the Commission.

19. Notices.

All notices and other communications hereunder shall be in writing, and shall be deemed to have been given (i) if hand-delivered or if sent by electronic mail (read receipt) or facsimile transmission, upon receipt, or (ii) one business day after it is sent via a reputable, nationwide overnight courier service, or (iii) if sent by registered or certified mail, upon the sooner of the date upon which its receipt is acknowledged or the expiration of three business days after deposit in U.S. mail, postage prepaid.

20. Assignment.

This Agreement shall not be assigned by the Consultant. This Agreement may be assigned by the Commission. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

21. Counterparts.

For the convenience of the parties and to facilitate its execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. PDF signature pages shall have the same effect as originals.

22. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts.

23. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no change or modification shall be valid unless made in writing and signed by all the parties hereto.

24. Attachments.

The following documents which serve as Attachments shall be deemed to be an integral part of this Agreement.

Attachment A: Scope of Services

Attachment B: Budget

Attachment C: Compliance Certifications

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed under seal as of the date first written above.

Pioneer Valley Planning  
Commission

Consultant

By: \_\_\_\_\_  
Kimberly H. Robinson  
Executive Director

\_\_\_\_\_