

**TOWN OF WESTFORD
REQUEST FOR PROPOSALS
FOR
SCHOOL/COMMUNITY
MENTAL HEALTH NEEDS ASSESSMENT**



**Town of Westford
Town Manager's Office
55 Main Street
Westford, MA 01886
westfordma.gov/procurement**

**PROPOSAL SUBMITTAL DEADLINE:
May 29, 2019 at 9:00 AM**

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I. INTRODUCTION AND OBJECTIVE

Westford endeavors to enhance the safety of our community through promoting emotional wellness of our students and community, as well as identifying ways to positively intervene with those at risk of harming others or themselves.

In particular we seek:

- The promotion of behavioral wellness through the use of programs with a proven, evidence-based track record
- Identification and implementation of positive interventions with those who are at risk
- Sustained community education on the resources, programs and practices identified and selected for implementation (or already in place)
- A best practice survey of similar communities on the topics above

Through this Request for Proposals (RFP), Westford is seeking a qualified vendor to conduct a thorough gap analysis or needs assessment process. Westford is developing a plan for enhanced safety and wellness that will include a facilities safety review (handled through a separate RFP) and the topics described above. The initial phase of the overall program will be to seek expert input through this RFP and close cooperation with existing town and school staff and resources. We expect this to run through March of 2019. The second phase will be to create a detailed plan and budget, which will fold into the annual town budgeting and planning process. It is our goal to see these plans implemented over the next three budgeting and planning cycles (FY20, 21 and 22.)

II. INSTRUCTIONS TO BIDDERS

Proposers should submit all information necessary for the Town of Westford to determine that the proposal meets the minimum criteria (detailed below) and to allow the Town of Westford to effectively evaluate the proposal using the comparative criteria listed below.

Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all proposals should the Town deem it to be in the Town's best interest to do so.

III. FUNDING AVAILABILITY

There is funding available for this project and the vendor's qualifications and price will be factors in the selection process. Due to limited funding availability, the town is seeking pricing for a base bid, plus 1 alternate, which may or may not be included in the final contract with the selected vendor.

IV. QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION

Any questions must be submitted in writing to Jodi Ross, Town Manager, at jross@westfordma.gov by 9:00 AM on May 22, 2019. If there are substantive answers provided they will be sent out by email to all registered request for proposal recipients in the form of an addendum.

V. RULE OF AWARD

The town will select the responsive and responsible consultant submitting the most advantageous proposal, taking into consideration the consultant's experience, staff capacity, references and plan for providing the services, as well as the proposal price

The Town of Westford may cancel this Proposal or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

VI. SCOPE OF SERVICES AND DELIVERABLES

The purpose of this mental health needs assessment is to identify gaps and barriers in our existing town and school practices and to offer specific recommendations to further enhance the safety and behavioral health wellness of Westford students and community. The selected applicant will be expected to work closely with town staff and resources to complete the gap analysis, including regular check ins, progress reports, a draft report to review, and a final report that incorporates feedback.

The needs assessment/gap analysis should include at least the following components:

BASE BID TASKS:

K-12 School Needs Assessment/Gap Analysis

- Identify and evaluate school based mental health and social and emotional wellness programs and practices at each grade level
- Review current student needs and existing services for social and emotional wellness support at each grade level and make recommendations for services based on best practice models
- Review current staffing levels for social and emotional wellness support at each grade level and make recommendations for staffing based on best practice models
- Identify and evaluate current behavioral intervention strategies at each grade level and disciplinary procedures and make recommendations on best practice approaches to support social emotional wellness
- Review all relevant policies covering this set of topics to include our student handbook
- Review and evaluate communication between and among school staff, service providers, police, students and families when an at risk student is identified and make recommendations for most effective information sharing. Identify privacy requirements and best practices around sharing of student-related information.
- Review available and relevant data on social and emotional wellness needs of students K-12 and collect additional data through stakeholder interviews, focus groups, and surveys

- Assess first responder, school staff and student knowledge of procedures for identifying and reporting social and emotional wellness needs and resources
- Assess school staff and student comfort level in making mental health and social and emotional wellness referrals. Identify best practice in reporting tools and practices.
- Consider unique needs of special populations (eg English Language Learner, Students with Disabilities, Economically Disadvantaged, LGTBQ, at risk cultural groups, others identified as high risk) and recommend guidelines for addressing needs where good practice suggests different procedures.
- Identify best practices for maintaining school and family community awareness of the available town and school based social and emotional wellness supports, resources, and programs
- Make recommendations for the ongoing professional development of school employees on topics related to social and emotional wellness
- Identify best practices for staff and student training and professional development for social and emotional wellness awareness (including first responders)
- Make recommendations on appropriate organizational models for school social and emotional wellness coordination and integration and a plan for ongoing implementation
- Present draft and final report that describes the process the vendor used and addresses each of these components
- Review current school staff needs and existing services for social and emotional wellness support and make recommendations for services based on best practice models

ALTERNATE #1 TASKS

Town Employee and Town Based Needs Assessment/Gap Analysis

- Identify and evaluate community based social and emotional wellness resources currently available for individuals, families, and caregivers
- Identify and evaluate mental health and social and emotional wellness care referral and service connection procedures of various town agencies
- Collect data through stakeholder interviews, focus groups, public meetings, and existing data related to behavioral health
- Consider unique needs of special communities (ie. senior population, low income, disabled, LGTBQ, non English speakers)

- Develop an analysis of resident needs compared to system capacity, barriers to accessing care, and use of best practices in at least the following areas: outreach, crisis care, behavioral health treatment services (mental health, substance use disorder, and brain injury services), supportive services (e.g., peer support, supportive employment programs, etc.), continuity of care and interdepartmental coordination.
- Compare current practices versus best practices identified in comparable communities
- Present draft and final report that describes the process the vendor used and describes each of these components
 - Develop quantified and actionable recommendations prioritized for implementation reflecting gaps identified
 - Identify best practices for maintaining community awareness of social and emotional wellness available tools and resources
 - Provide estimated costs and funding resources of recommendations provided
- Present final report at an agreed upon meeting

VII. TIMELINE FOR SOLICITATION & DELIVERABLES

All meetings will be held in the Selectmen's meeting room, Town Hall, 55 Main Street Westford, MA 01886, unless otherwise stated

Release date for RFP – May 6, 2019

Pre-proposal meeting – May 15, 2019 at 9:00 AM (attendance not required to submit proposal)

Deadline for questions – May 22, 2019 at 9:00 AM

Proposal due date – May 29, 2019 at 9:00 AM

Target contract award date – June 11, 2019

Preliminary assessment report to task force – September 11, 2019

Target date for presentation to joint boards – November 12, 2019

Final report due – December 2, 2019

Presentation to task force – December 11, 2019

VIII. MONITORING

Westford will engage in monitoring activities to ensure that activities outlined in the contract are being executed in a timely manner and at the level of quality expected. Some of these activities may include: a) Site visits to observe, evaluate, and document activities, b) Review of reports or other deliverables, or c) Review or audit of financial reports. The selected applicant will be required to participate in all relevant monitoring and evaluation activities.

If, during monitoring activities, it is discovered that the selected applicant is not fulfilling the obligations stated in the contract resulting from this RFP, a Corrective Action Plan may be required, with additional follow-up monitoring to ensure requirements are being met.

IX. INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him/her.

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".

Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".

Workers' Compensation Insurance as required by law.

Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.

Coverage requirements can be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the Commonwealth of Massachusetts.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

All liability policies (including any excess policies used to meet coverage requirements) shall include the town of Westford, Massachusetts as named Additional Insureds. The contractor's insurance shall be primary in the event of a loss. The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor,

including the town of Westford’s general supervision of the contractor. Town of Westford shall be listed as a Certificate Holder. The town shall be identified as follows:

Town of Westford
55 Main Street
Westford, MA 01886

X. PROPOSAL SUBMISSION REQUIREMENTS

Proposals received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).

If, at the time of the scheduled due date, the Westford Town Hall is closed due to uncontrolled events such as fire, wind, snow, or building evacuation, the proposal due date will be postponed until 12:00 noon on the next normal business day.

Proposals will be opened in the presence of one or more witnesses and registered in accordance with Massachusetts General Law Chapter 30B. Proposals shall not be publicly opened.

Proposals must not be in binders and will not have any binding or staples in them. Paper clips and clamps are acceptable.

There will be two parts of Proposals for this project will be broken into two (2) sections: The Technical Proposal and the Price Proposal.

Proposals must be submitted on both a flash drive and by hard copy. Each proposer shall submit **one original copy and 15 copies of the Technical Proposal and Price Proposal**, which shall be signed by an authorized representative of the proposer. The Technical and Price proposals shall be in separate envelopes and delivered to the following location:

Westford Town Hall
Town Manager’s Office
55 Main Street
Westford, MA 01886

XI. CONTRACTOR SELECTION PROCESS

➤ **QUALITY REQUIREMENTS**

The following quality requirements are considered the *minimum criteria* for consideration:

- Written evidence of the firm’s capability to successfully complete the project, including a description of the firm’s familiarity and expertise in community wellness and behavioral health gap analyses;
- Written evidence of the firm’s capability in establishing preventative and intervention measures in response to community wellness concerns;

- A brief description of the approach and/or manner in which the provider will fulfill the Scope of Services as outlined in this RFP and a proposed timetable for project completion, specifically addressing:
 - The process used to make community wellness and behavioral health risk assessments;
 - Experience implementing plans
- Names and resumes of all personnel who will be assigned to this project;
- Name and statement of qualifications of the individual to be assigned as project manager and primary contact person;
- A description of the specific role and responsibility to be undertaken by each individual in order to complete the project, including the amount of time expected to be devoted to the project by each;
- A list of similar projects completed within the past five (5) years, including contact name and telephone number and brief description of scope of work/services performed. The list must specifically identify projects for town and school buildings. The Town of Westford is to have express permission to contact these previous clients either by telephone, in person or by written correspondence;
- Submission of Price Proposal Sheet properly completed by proposer;
- Executed proposal documents.

➤ **COMPARATIVE EVALUATION CRITERIA**

The *comparative evaluation criteria* will be as follows:

- **The firm's prior years of experience in conducting mental health assessments for towns and schools.**
 - 5 or more years of such experience – *Highly Advantageous*
 - 3 or more years of such experience – *Advantageous*
 - Less than 1 year of such experience – *Not Advantageous*
- **Completeness and appropriateness of the examples of previous assessments conducted. Describe competencies evaluated. Specifically, identify what was assessed, how it was assessed, and outcomes**

- The examples of similar projects by the firm demonstrates that the firm is capable of establishing comprehensive specific procedures and demonstrates an excellent understanding of the challenges facing towns and schools that have demographics similar to Westford– *Highly Advantageous*
 - The examples demonstrate that the firm is capable of establishing limited comprehensive procedures and merely a good understanding of the public health and wellness challenges presented in a community of Westford’s demographics – *Advantageous*
 - The examples did not reflect a wide variety of established procedures, and/or were not reflective of an understanding of the public health and wellness challenges in a community of Westford’s demographics– *Not Advantageous*
- **The firm’s experience implementing mental health assessment recommendations for towns and schools**
 - Experience implementing Community Wellness measures, and a proven track record of testing and evaluating the effectiveness of such measures– *Highly Advantageous*
 - Experience implementing Community Wellness measures, but a limited or no record of testing or evaluating the effectiveness of such measures–*Advantageous*
 - No experience implementing recommendations – *Not Advantageous*
- **The firm’s experience developing and conducting training to increase Community Wellness**
 - At least 5 years of experience in offering training to staff in various formats (i.e. live instruction, train-the-trainer, web-based training, etc.). – *Highly Advantageous*
 - Between 1 and 5 years of experience in training to staff in various formats (i.e. live instruction, train-the-trainer, web- based training, etc.). - *Advantageous*
 - Less than 1 year of such experience – *Not Advantageous*
- **Ability to promptly begin work on the assignment and complete all tasks in a timely manner**
 - Timeline indicates the ability to commence work on the assignment immediately after notification to proceed – *Highly Advantageous*
 - Timeline indicates the ability to commence work on the assignment within 30 days after notification to proceed – *Advantageous*

- Timeline indicates an inability to commence work within 30 days after notification to proceed—
Not Advantageous

- **References from previous clients**

- All references from previous school *and* municipal clients are favorable with respect to similar completed projects. *Highly Advantageous*
- A majority of the references from previous school *and* municipal clients are favorable with respect to similar completed projects. *Advantageous*
- A majority of the references from previous municipal clients are unfavorable with respect to similar completed projects. *Not Advantageous*

- **References indicate demonstrated flexibility and responsiveness in approach to the task**

- Demonstrated flexibility and responsiveness to complete all tasks expeditiously – *Advantageous*
- Demonstrated inflexibility and non responsiveness to complete all tasks expeditiously – *Not Advantageous*

PRICE PROPOSAL FORM

The price proposal form must be completed. The bid price for each item on the form shall be stated in figures. Pricing listed below shall include all expenses related to providing consulting services to the town (travel expenses, printing services, attendance/participation at meetings, subcontractors, etc.)

TASK	DESCRIPTION	BID AMOUNT
Base Bid	K-12 School and Town Employee Needs Assessment/Gap Analysis	\$
Alternate #1	Town Based Needs Assessment/Gap Analysis	\$
TOTAL BID		\$

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Company)
held on _____ at which all the Directors were present or waived notice, it
(Date)
was voted that _____ of this company be and hereby is authorized
(Officer and Title)
to execute contracts and bonds in the name and behalf of said company, and affix its
corporate seal thereto, and such execution of any contract of obligation in this company's
name on its behalf of such _____ under the seal of the company, shall
(Officer)
be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
That _____ is the duly elected _____ of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____
(Corporate Seal)

MASSACHUSETTS TAX COMPLIANCE STATEMENT

TO: TOWN OF WESTFORD
Town Hall
55 Main Street
Westford, MA 01886

FROM: _____

Fed ID# _____

I certify under the penalty of perjury that the above-named organization or person, to the best of my knowledge, has filed all State tax returns and paid all State taxes required under law.

SIGNED THIS DATE: _____

BY

Name: _____

Title: _____

*Note: Your Federal Identification number will be furnished to the Commonwealth of Massachusetts - Department of Revenue to determine whether all tax filing and tax payment obligations have been met. Under Mass. G.L.C. 62C s., 49A, providers of goods or services who fail to correct a tax filing or tax payment delinquency will not have a Contract or other agreements issued, renewed or extended.

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.

(Signature of individual submitting bid, qualifications, or proposal)

(Name of business)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT

The broker/consultant shall carry out the obligations of this submission in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c.151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The broker/consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

(Signature of individual submitting bid, qualifications, or proposal)

(Name of business)

SAMPLE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN OF WESTFORD, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 55 Main Street, Westford, MA 01886, hereinafter referred to as the “TOWN”, and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of _____.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price \$_____.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.
- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the

CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR

submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

TOWN OF Westford, MA

By its Town Manager, Jodi Ross

Town Accountant

(Signature)

CONTRACTOR:

(Signature)

(Name and Title)