



**TOWN OF ERVING**  
**SELECT BOARD / WATER COMMISSIONERS**  
 To be held at the Senior & Community Center,  
 1 CARE DRIVE, ERVING, MASSACHUSETTS 01344

Jacob A. Smith, Chair  
 William A. Bembury  
 Scott Bastarache  
*Select Board*

Bryan Smith  
*Town Administrator*

**Meeting Agenda**  
**Monday, March 06, 2023**  
 This meeting is open to the public.

**Scheduled Business**

<i>Time</i>	<i>Agenda Item</i>
6:30 PM	Call to Order
7:00 PM	Special Town Meeting

**Old Business**

<i>Agenda Item</i>	<i>Section</i>
Review of Special Town Meeting Warrant	1
Review of Police Dept Policy- 4.32- Criminal Justice Information System Policy -3 <sup>rd</sup> Read	2
Discussion Regarding Revised IP Mill Demolition Proposal	3
Review & Issuance of Financial Software Request for Proposals	4
Review Engineering Scope of Work Amendments for Bridge Street & Maple Avenue	5
Review Engineering Scope of Work Amendment for Sanitary System Evaluation Project	6
Review Engineering Scope of Work Amendment for Asset Management Project	7

**New Business**

<i>Agenda Item</i>	<i>Section</i>
Review Animal Control Position Description Draft	8
Senior Housing Committee Appointments	9
Review of Surplus Equipment Request	10
Police Department Canine Gift Fund Request	11

**Other Business**

**Signing of the Treasury Warrant**

**Unanticipated Business**

**Anticipated Next Meeting Dates**

March 13, 2023- 6:30PM Senior & Community Center	March 27, 2023- 6:30PM Senior & Community Center
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Note: These agenda items and estimated times are those reasonably anticipated by the Chair. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion. Estimated agenda times may need to be changed on the night of the meeting for the sake of expediency. Section numbers correspond to agenda packets and are not an indication of the order of the agenda

## **Town of Erving**

### **Select Board Public Meeting Participation Guidance**

The Select Board welcomes residents to communicate questions, comments or concerns. Participants at Select Board meetings are notified that the meetings are both video and audio recorded, and comments provided will become part of the record. While offering public input, it is important that the Select Board is also allowed enough time to conduct their other business. The following guidelines have been established to make the best use of time at Select Board meetings.

1. To request time on the Select Board agenda, persons must contact the Town Administrator at (413) 422-2800, Ext.1102 or at [SBRequests@erving-ma.gov](mailto:SBRequests@erving-ma.gov) by noon on the Tuesday before the meeting.
  - a. Requests will be submitted to the Chairperson for consideration and scheduling.
  - b. Supporting documentation related to the request must be provided to the Administrator's office by noon on the Thursday prior to the meeting. The Chairperson may remove requested agenda topics that are made without supporting documentation.
2. The Select Board encourages public participation as follows:
  - a. Town residents can bring comments before the Select Board that require discussion and are on the agenda, only after being recognized by the Chair. If your issue is not on the agenda, you may bring it up under "Future agenda items".
  - b. "Topics not anticipated" should be brought to the Chair for possible consideration prior to the meeting.
  - c. Please try to keep your comments short and to the point.
  - d. If it appears that the topic(s) being discussed will consume longer than the time allocated then, at the discretion of the Chair, the matter will be placed on an upcoming Select Board meeting agenda.
  - e. If you believe that your topic will require more time or desire to make a more formal presentation than is allowed under these guidelines, please contact the Town Administrator to ask to be put on a future agenda so that we can properly allocate enough time.
  - f. You are free to ask questions or to make your point for all to consider. However, engaging in active debate with Select Board or audience members will not be allowed.
  - g. All comments and questions must be directed to the Chair of the Select Board per MGL Chapter 30A, Section 20(g).
  - h. Participants are expected to speak from the presenter/guest table.
  - i. All remarks must be respectful and courteous, free of personal attacks. Inappropriate language will not be tolerated.
3. Employees and Board members who have business with the Select Board should be placed on the agenda beforehand (see Item # 1.).
4. Anyone wishing to contact the Select Board in writing may do so at:

**Town of Erving, Attn: Select Board, 12 East Main Street, Erving, Massachusetts 01344**

Alternatively, members of the public can complete a Select Board submission form at the meeting sign in table and office staff member will follow up.

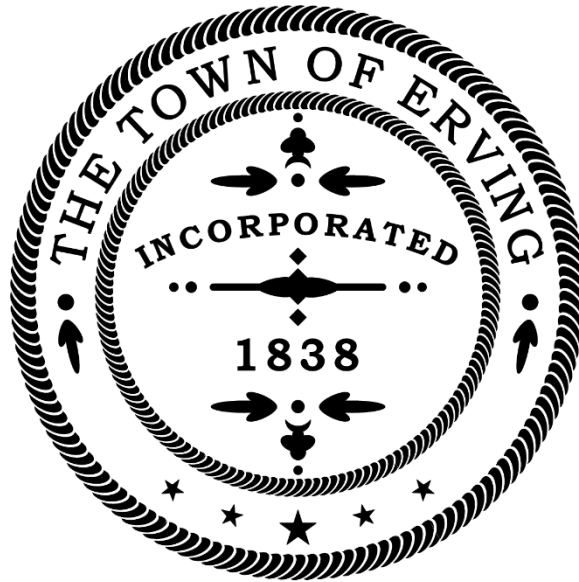
The Select Board appreciates your cooperation in honoring these guidelines.

#### **From Massachusetts Attorney General Official Website**

#### **What public participation in meetings must be allowed?**

Under the Open Meeting Law, the public is permitted to attend meetings of public bodies but is excluded from an executive session that is called for a valid purpose listed in the law. Any member of the public also has a right to make an audio or video recording of an open session of a public meeting. A member of the public who wishes to record a meeting must first notify the Chair and must comply with reasonable requirements regarding audio or video equipment established by the chair so as not to interfere with the meeting. The Chair is required to inform other attendees of such recording at the beginning of the meeting.

While the public is permitted to attend an open meeting, an individual may not address the public body without permission of the Chair. An individual is not permitted to disrupt a meeting of a public body, and at the request of the Chair, all members of the public shall be silent. If after clear warning, a person continues to be disruptive, the Chair may order the person to leave the meeting, and if the person does not leave, the Chair may authorize a constable or other officer to remove the person.



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# SPECIAL TOWN MEETING

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**Monday, March 06, 2023**

**Time: 7:00 PM**

**Location: 1 Care Drive, Erving, MA 01344**

*Please bring this copy with you to the  
Special Town Meeting.*

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town of Erving, should contact the office of the Select Board as soon as possible but no later than 48 hours before the scheduled event.

The office of the Select Board is located at 12 East Main Street, Erving, MA 01344.

Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov) | Phone: (413) 422-2800



# TOWN OF ERVING

12 East Main Street, Erving, MA 01344  
Tel. (413) 422-2800 | Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

## SPECIAL TOWN MEETING WARRANT

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COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

Town of Erving Constables, Town Clerk, and Administrative Assistant: In the name of the Commonwealth, you are directed to notify and warn the said inhabitants qualified to vote in Town affairs to meet on the grounds of the **Erving Senior & Community Center** located at **1 Care Drive, Erving, Massachusetts 01344** on

**Monday, March 06, 2023, at 7:00 PM**

Qualified inhabitants will meet then and there to vote on the following articles in the Warrant:

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**ACCOUNTS PAYABLE OF A PRIOR YEAR: FY2022**

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**ARTICLE 1: APPROPRIATION FOR FY2022 EXPENSES**

To see if the Town will vote to appropriate the sum of One Thousand Five Hundred Eighty-three Dollars and Eighty-seven Cents (\$1,583.87) from Wastewater Enterprise Fund retained earnings, for the purpose of paying Fiscal Year 2022 invoices from the identified line items, as listed below, or take any other action relative thereto.

<b>Line</b>	<b>Department/ Agency</b>	<b>Vendor</b>	<b>Amount</b>
1	Wastewater	Environmental Resources Associates	\$1,583.87
<b>Grand Total</b>			<b>\$1,583.87</b>

SUBMITTED BY: Town Administrator

FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]

*Article Information: In the above listed instance(s), invoice(s) were identified and/or received after the start of Fiscal Year 2023 and after the books for FY2022 were closed. Approval of this article will authorize the Town to pay the above referenced vendors in the amounts indicated. Approval for expenditures in a previous fiscal year requires a 9/10 approval at Special Town Meeting per MGL Chapter 44 Section 64.*

**FY2023 FINANCIAL ARTICLES**

**ARTICLE 2: AMENDED FY2023 GENERAL OPERATING BUDGET**

To see if the Town will vote to appropriate the sum of Twenty-Six Thousand Seven Hundred Fifteen Dollars and No Cents (\$26,715.00) from Free Cash to amend the FY2023 General Operating Budget, approved at the Annual Town Meeting on May 11, 2022, in Article 5, by the following itemized amounts, for the purpose of Board of Health operating expenses, or take any other relative action thereto.

<b>Line</b>	<b>Divisions</b>	<b>Amount</b>	<b>Proposed Amendment</b>	<b>New Total</b>
1	General Government	\$ 1,233,688.00	\$0.00	\$ 1,233,688.00
2	Public Safety	\$ 1,052,050.00	\$0.00	\$ 1,052,050.00
3	Public Works	\$ 690,938.00	\$0.00	\$ 690,938.00
4	Health & Human Services	\$ 259,872.00	\$26,715.00	\$286,587.00
5	Culture & Recreation	\$ 343,619.00	\$0.00	\$ 343,619.00
6	Benefits	\$ 1,836,400.00	\$0.00	\$ 1,836,400.00
	<b>Grand Total</b>	<b>\$ 5,416,567.00</b>	<b>\$26,715.00</b>	<b>\$5,443,282.00</b>

SUBMITTED BY: Town Administrator

FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]

*Article Information: Approval of this article would appropriate the sum of \$26,715 from free cash to support current fiscal year operating expenses in the Health Department. The Town has been a long-standing member of a shared public health service with the Towns of Shutesbury and Northfield. The towns are remaining in this partnership, but the Town is incorporating the service into the Town’s operating budget. Erving will maintain its portion of the service and the other member towns will pay Erving for their share of the services. These expenses exceed the established appropriation and could not have been anticipated in the FY2023 budget planning process. Approval of this article requires a majority vote.*

**ARTICLE 3: AMENDED FY 2023 ERVING ELEMENTARY SCHOOL FUNDING**

To see if the Town will vote to appropriate the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) from Free Cash to amend the FY2023 Erving Elementary School Budget, approved at the Annual Town Meeting on May 11, 2022, in Article 7, by the following itemized amounts, for the purpose of Elementary School operating expenses, or take any other relative action thereto.

<b>Line</b>	<b>Description</b>	<b>Amount</b>	<b>Proposed Amendment</b>	<b>New Total</b>
1	School Committee Salary	\$7,090.00	\$0.00	\$7,090.00
2	Erving Elementary School Expense	\$3,324,096.00	\$150,000.00	\$3,474,096.00
	<b>Grand Total</b>	<b>\$3,331,186.00</b>	<b>\$150,000.00</b>	<b>\$3,481,186.00</b>

SUBMITTED BY: School Department

FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]

*Article Information: Approval of this article would appropriate the sum of \$150,000.00 from certified Free Cash to support current fiscal year operating expenses in the Elementary School Department. The School Department needs the capacity to fund out-of-district placements and associated costs. These expenses exceed the established appropriation and could not have been anticipated in the FY2023 budget planning process. Approval of this article requires a majority vote.*

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### FISCAL YEAR 2023 CAPITAL IMPROVEMENT BUDGET

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#### ARTICLE 4: APPROPRIATION FOR CAPITAL IMPROVEMENTS

To see if the Town will vote to appropriate the sum of One Hundred Thirty-five Thousand Dollars and No Cents (\$135,000.00) for the capital improvement projects itemized below and related expenses, by transferring One Hundred Thirty-five Thousand Dollars and No Cents (\$135,000.00) from Free Cash, subject to Select Board approval, or take any other action relative thereto.

Line	Account #	Description	Amount
1	New account	Poplar Mountain Conservation Area Surveying	\$10,000
2	New account	Financial Software Upgrade & Replace	\$75,000
3	01-424-902-57800	Streetlight Repair / Replace	\$50,000
<b>Grand Total</b>			<b>\$135,000</b>

SUBMITTED BY: Select Board

CAPITAL PLANNING COMMITTEE RECOMMENDS: Approval [Aye (5), Nay (0)]

FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]

*Article Information: The amended FY2023 capital improvement plan presented above is the result of the work of the Capital Planning Committee after reviewing requests made by departments. Priority for streetlight replacement will be Lillian's Way. These requests were considered for FY2024 but would benefit from starting in FY2023. Approval of this article requires a majority vote.*

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#### ARTICLE 5: APPROPRIATION FOR WASTEWATER CAPITAL IMPROVEMENT

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To see if the Town will vote to appropriate the sum of Ten Thousand Dollars and No Cents (\$10,000.00) for the capital improvement project(s) itemized below and related expenses, by transferring Ten Thousand Dollars and No Cents (\$10,000.00) from Wastewater Enterprise Fund retained earnings, subject to Select Board approval, or take any other action relative thereto.

Line	Account #	Description	Amount
1	New account	Replace & Upgrade Pump Station Monitoring Equipment	\$10,000
<b>Grand Total</b>			<b>\$10,000</b>

SUBMITTED BY: Select Board



CAPITAL PLANNING COMMITTEE RECOMMENDS: Approval [Aye (5), Nay (0)]  
FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]

*Article Information: The amended FY2023 capital improvement plan presented above is the result of the work of the Capital Planning Committee after reviewing requests made by departments. These requests were considered for FY2024 but would benefit from starting in FY2023. Approval of this article requires a majority vote.*

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## ARTICLE 6: APPROPRIATION FOR WATER CAPITAL IMPROVEMENT

To see if the Town will vote to appropriate the sum of Twenty-six Thousand Dollars and No Cents (\$26,000.00) for the capital improvement project(s) itemized below and related expenses, by transferring Twenty-six Thousand Dollars and No Cents (\$26,000.00) from Water Enterprise Fund retained earnings, subject to Select Board approval, or take any other action relative thereto.

Line	Account #	Description	Amount
1	New account	Water Tank Mixing Project	\$26,000
<b>Grand Total</b>			<b>\$26,000</b>

SUBMITTED BY: Select Board/ Water Commissioners  
CAPITAL PLANNING COMMITTEE RECOMMENDS: Approval [Aye (5), Nay (0)]  
FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]

*Article Information: The amended FY2023 capital improvement plan presented above is the result of the work of the Capital Planning Committee after reviewing requests made by departments. These requests were considered for FY2024 but would benefit from starting in FY2023. This request will fund an engineering phase for the water tank mixing project. The engineering phase will provide an opinion of cost for construction of the mixing equipment that will appear as a future phase 2 request. Approval of this article requires a majority vote.*

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## CAPITAL IMPROVEMENT- BORROWING AUTHORIZATION

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### ARTICLE 7: BORROWING AUTHORIZATION FOR LEAD SERVICE LINE INVENTORY & REPLACEMENT PLAN PROJECT

To see if the Town will vote to appropriate the sum of One Hundred Twenty-five Thousand Dollars and No Cents (\$125,000.00) for the purpose of conducting an engineering assessment for the development of a Lead Service Line (LSL) Inventory and Replacement Plan Project for the Water Department, and to meet this appropriation, the Treasurer, with the approval of the Select Board, is hereby authorized to borrow said amount under and pursuant to Chapter 44, Section 7 (3) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefore.

SUBMITTED BY: Select Board  
FINANCE COMMITTEE RECOMMENDS: Approval [Vote: Aye (4), Nay (0), Absent (1)]  
CAPITAL PLANNING COMMITTEE RECOMMENDS: Approval [Aye (5), Nay (0)]



*Article Information: This article would authorize the Town to borrow the necessary funding to conduct an engineering assessment for the development of a Lead Service Line (LSL) Inventory and Replacement Plan Project. The project will be managed by the Water Department and will be conducted by an engineering firm. The inventory and the associated replacement plan is required by the Massachusetts Department of Environmental Protection (MassDEP) to be conducted and completed by October 2024. The Town intends to submit a loan application to the State Revolving Fund for a forgivable loan. In accordance with MGL Chapter 44 Section 7, approval of this article requires a 2/3 vote at Town Meeting.*

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## GENERAL BYLAWS

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### **ARTICLE 8: TO RESCIND ARTICLE 25 OF SPECIAL TOWN MEETING ON FEBRUARY 09, 1949**

To see if the Town will vote to rescind Article 25 of Special Town Meeting on February 09, 1949, or take any other action relative there to:

At the 2-9-1949 ATM, by Art. 25, the Town voted that the Moderator appoint three members to serve as Cemetery Commissioners in conjunction with the Town Treasurer to handle the affairs connected with cemeteries.

SUBMITTED BY: Select Board

*Article Information: This article would rescind the language related to the Cemetery Commission that was adopted in 1949 and allow for the adoption of new bylaw language to clarify the duties and responsibilities of the Cemetery Commission in the subsequent Article. Approval of this Article requires a majority vote.*

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### **ARTICLE 9: CEMETERY COMMISSION: MEMBERSHIP AND DUTIES**

To see if the Town will vote to adopt a General Bylaw entitled “Cemetery Commission” or take any other action relative there to:

#### **Cemetery Commission**

#### **1. Membership & Terms**

In accordance with Massachusetts General Law Chapter 114 Section 27, there shall be a three (3) member Cemetery Commission, appointed by the Select Board. The Select Board may vote to serve as the Cemetery Commission. The members of the Cemetery Commission will serve for three (3) year terms, staggered.

#### **2. Duties**

- A. The Cemetery Commission’s responsibilities shall include, but shall not be limited to, the operation of the Town of Erving cemeteries, to advise the Select Board on the staffing required for the care of the cemeteries, divide land into lots, and to sell and issue deeds for the right of burial.
- B. The Cemetery Commissioners shall be authorized to establish rules and regulations and

to determine fees, as may be amended from time to time.

SUBMITTED BY: Select Board

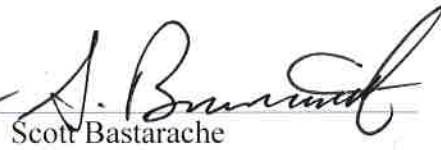
*Article Information: Approval of this Article would amend the Town of Erving Bylaws with new language that is meant to clarify the duties and responsibilities of the Cemetery Commission. Approval of this Article requires a majority vote.*

In addition, you are hereby directed to serve the above warrant and to post attested copies as directed by vote of the Town at least fourteen (14) days before said meeting. Fail not and make do return of this warrant with your doings thereon to the Town Clerk for the day of said meeting.

Given under our hands this **13th** day of **February 2023**,

  
Jacob A. Smith, Chairman

  
William A. Bembury

  
Scott Bastarache

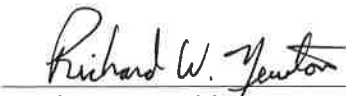
Erving Select Board

**POSTING REQUIREMENT CERTIFICATION**

FRANKLIN SS      TOWN OF ERVING

I have served the above warrant by posting attested copies, as directed by vote of the Town, at least fourteen (14) days before the time of holding said meeting.

2/14/2023  
Date

  
Erving Constable







Since the fall of 2021, the Town has worked with Comcast and Bernardston-Northfield Community TV, Inc. (BNCTV) to launch Erving's own community access TV content. During this time, BNCTV has worked to record and stream Select Board, School Committee, and Town Meetings to the public via the Town's YouTube channel.

We are happy to announce that as of February 2023, Comcast subscribers can also view content on local access channel 15.

We look forward to further stabilizing this service and considering ways to expand in the future. For more information regarding the service, visit:  
[www.erving-ma.gov/community-access-tv](http://www.erving-ma.gov/community-access-tv)



Comcast Channel #15



YouTube: Town of Erving



Thank you to our vendor  
and partners at BNCTV.



Select Board  
12 East Main Street  
Erving, Massachusetts 01344

PRSR STD  
U.S. Postage Paid  
ECRWSS  
EDDM Flat

# Town *of* Erving

\*\*\*\*\*ECRWSS\*\*\*

LOCAL  
POSTAL CUSTOMER  
ERVING MA 01344

## **Special Town Meeting Warrant**

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**Date: Monday, March 06, 2023**

**Time: 7:00 PM**

**Location: Senior & Community Center**

**1 Care Drive, Erving, MA 01344**

# DCJIS/CJIS Policy

POLICY & PROCEDURE NO. 4.32	ISSUE DATE: 08/09/2004
	EFFECTIVE DATE: 08/09/2004
Erving Police Department  Chief Robert L. Holst	REVISION DATE: 01/30/2023

## I. GENERAL CONSIDERATIONS AND GUIDELINES

The purpose of this policy is to establish guidelines for the proper operation of fixed, mobile, and portable criminal justice information system (CJIS) workstations, and to ensure the lawful handling and disposal of Criminal Offender Record Information (CORI) information generated from or maintained within the CJIS network

## II. POLICY

It is the policy of the department that:

### CJIS SYSTEM ACCESS:

- A. The Department shall keep/maintain direct terminal access to the Criminal Justice Information System (CJIS).
- B. The use of a CJIS workstation is for criminal justice purposes only. These include the commission of official criminal justice duties (i.e. investigations, bookings, warrant entry etc.), qualifying an individual for employment within a criminal justice agency, and qualifying an individual to determine his/her eligibility to possess a firearms license. It cannot be used for non-criminal purposes including transactions conducted for public and private educational establishments, municipal agencies, town government officials, etc. is strictly prohibited and is punishable by a fine, suspension of services and/or incarceration.
- C. Each operator shall immediately report any damage to a CJIS



workstation to one's supervisor. It is this agency's responsibility to report an inoperable CJIS workstation to one's supervisor.

- D. No CJIS equipment including CJIS workstations, mobile data workstations or personal digital assistant/palm pilots shall be modified or altered in any way from its set up configuration, unless it is done by the DCJIS or the device's contract vendor, and then only with notification to, and concurrence of, the DCJIS.
- E. Only authorized personnel will be allowed remote access to department workstations and only authorized connections with proper access logging will be use.
- F. Any and all CJIS information passing through a network segment will be protected pursuant to FBI CJIS Security Policy.

#### CJIS SYSTEM ACCESS:

- A. All operators of CJIS workstations shall be trained, tested, and certified under procedures set forth by the DCJIS before using a workstation and shall be re-certified biannually thereafter.
- B. Each CJIS workstation operator shall use one's assigned password when accessing the CJIS network and shall not give this password to anyone under any circumstances. No one shall use the network under another individual's password.
- C. All operators shall log on to the network at the beginning of one's work day and shall log off at the end of one's work day to ensure that transactions are logged under the appropriate user name. This will prevent one operator from being held responsible for another operator's CJIS transactions. Appropriate care will be taken to not allow any unauthorized access to CJIS.
- D. Agencies entering records into CJIS must monitor their CJIS workstation(s) and printer(s) twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year, to perform hit confirmations.
- E. A. Authorized personnel shall protect and control electronic and physical access to CJI while at rest and in transit.
- F. The Department has implemented appropriate safeguards for protecting CJI to limit potential mishandling or loss while being stored, accessed, or transported. Any inadvertent or inappropriate CJI disclosure and/or use must be reported to the on-duty supervisor.

- G. All personnel must follow the established procedures for securely handling, transporting, and storing media.
- H. When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, print-outs, and other similar items used to process, store, and/or transmit CJI and classified and sensitive data shall be properly disposed of in accordance with the measures described herein

#### FINGERPRINT REQUIREMENTS:

- A. The CJIS User Agreement and the FBI CJIS Security Policy require each CJIS agency to conduct fingerprint-based criminal record checks on all personnel prior to hire and at least once every five years thereafter. In addition, agencies must conduct fingerprint-based criminal record checks on all other individuals who have unescorted access to secure (non-public) areas of the agency prior to allowing access. These individuals include city/town IT personnel, contractors, vendors, custodians, and volunteers.
- B. These background check requests are submitted either as criminal justice employment checks (for all employees of the department) or as criminal justice checks (all non-employees) and can be done on your live-scan fingerprinting device. There is no fee for these checks.
- C. Important: with regard to fingerprint-based background checks conducted on non-department personnel, no information received in response to a fingerprint-based check may be disseminated to the individual's actual employer.
- D. If a felony conviction of any kind exists, an employee is not to be allowed access to the CJIS or to any information derived from the CJIS, and the Department is required to notify the DCJIS, in writing, as soon as practical. In the case of a non-employee, the agency must deny unescorted access to the individual.
- E. If a misdemeanor conviction exists, the Department must notify the DCJIS and must request a waiver before the employee is allowed to access the CJIS or CJI, or before the non-employee is provided unescorted access to secure areas.
- F. A part of their respective auditing programs, both the DCJIS and the FBI will check to ensure that the appropriate fingerprint-based background checks have been completed by the agency being audited. An agency which has not conducted these fingerprint-based checks as

required will be found out-of-compliance in this area.

- G. Should there be any questions about these fingerprinting requirements, contact the CJIS Support Services Unit by phone at 617.660.4710 or via email at [cjis.support@state.ma.us](mailto:cjis.support@state.ma.us).

### **III. SCOPE**

- A. This policy applies to all employees, contractors, temporary staff, and other workers with access to CJIS and FBI systems and/or data, sensitive and classified data, and media. This policy applies to all equipment that processes, stores, and/or transmits CJI and classified and sensitive data that is owned or leased by the DCJIS.
- B. The scope of this policy applies to any electronic or physical media containing CJI while being stored, accessed, or physically moved from the Department. This policy also applies to any authorized person who accesses, stores, and/or transports electronic or physical media containing CJI. Transporting CJI outside of the Department must be monitored and controlled.

### **IV. DEFINITIONS**

**Electronic media**- includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card.

**Physical media**-includes printed documents and imagery that contains CJI

### **V. PROCEDURE FOR THE USE OF CJI**

Each CJIS workstation and the information obtained from it are to be handled in conformity to the policies and guidelines set forth by:

1. The Massachusetts General Laws
2. The Code of Massachusetts Regulations (CMR)
3. 28 code of Federal Regulations 20.
4. The Massachusetts Department of Criminal Justice Information Services through manuals, training, CJIS Administrative Messages, information contained on the CJIS Extranet, and information disseminated at the Regional Working Groups meetings.

## **A. CORI OVERVIEW**

- A. The Massachusetts Public Records Law (G.L. c. 4, § 7) gives the public the right of access to most records maintained by a government agency. However, CORI information, including that which is obtained from the CJIS network is exempt from public access under the CORI Law (G.L. c. 6, §§ 167-178).
- B. CORI is data compiled by a criminal justice agency concerning an identifiable individual and which relates to the nature of an arrest, criminal charge, judicial proceeding, incarceration, rehabilitation or release, and may include a juvenile tried as an adult.
- C. Under 803 CMR, only those officials and employees of criminal justice agencies, as determined by the administrative heads of such agencies, shall have access to CORI. Criminal justice employees are eligible to receive CORI as needed during the course of their official duties.
- D. Reasons for conducting a board of probation (BOP) check may include, but is not limited to:
  - I. an investigation
  - II. an arrest
  - III. an individual applying for criminal justice employment
  - IV. local licensing purposes (i.e. where the police department is the licensing agency) and door-to-door sales people where the municipality requires the police department to regulate, and
  - V. Firearms licensing purposes.
- E. The officer may share CORI with other officers or criminal justice agencies when an investigation is being conducted, however, the dissemination must be logged in the agency's secondary dissemination log with the date, time, individual checked, purpose, officer's name, and the agency and agent to whom the information was given.
- F. A local municipal agency seeking CORI must apply to the DCJIS for CORI certification. If certified by the DCJIS, that agency shall submit all requests for CORI to the DCJIS.
- G. Anyone requesting a copy of his or her own CORI shall be given a form to request such information from the DCJIS, or be directed to the DCJIS Web site, [www.mass.gov/cjis](http://www.mass.gov/cjis), to print the form.

- H. Many non-criminal justice agencies have been authorized by the DCJIS to receive CORI information under G.L. c. 172 (a). Such authorization was given to these agencies in writing, and a copy of this letter should be provided by these requesting agencies to the agency or police department that will be providing the requested CORI information.
- I. All other requests for CORI shall be referred to the Chief's office.
- J. To lawfully obtain CORI and to then furnish the information to any person or agency not authorized to receive is unlawful and may result in criminal and/or civil penalties (G.L. c. 6, § 177 and § 178).
- K. All complaints of CORI being improperly accessed or disseminated shall be handled as a citizen complaint and the Chief shall be advised of the matter. The complainant shall also be advised that they may file a complaint with the DCJIS by calling (617) 660-4760.

## **B. CORI**

- A. This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, professional licensing applicants, and applicants for the rental or leasing of housing.
- B. Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed:

### **1. CONDUCTING CORI SCREENING**

- A. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §.172, and only after a CORI Acknowledgement Form has been completed.
- B. With the exception of screening for the rental or leasing of housing, if a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours' notice that a new CORI check will be conducted.

- C. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

## **2. ACCESS TO CORI**

- A. All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. (Requestor Organization Name) must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

## **3. CORI TRAINING**

- A. An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.
- B. All personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

## **4. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING**

- A. CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.
- B. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

## **5. VERIFYING A SUBJECT’S IDENTITY**

- A. If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI

Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

- B. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

## **6. INQUIRING ABOUT CRIMINAL HISTORY**

- A. In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

## **7. DETERMINING SUITABILITY**

- A. If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, , then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:
  - (a) Relevance of the record to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;
  - (d) Age of the candidate at the time of the offense;
  - (e) Seriousness and specific circumstances of the offense;
  - (f) The number of offenses;
  - (g) Whether the applicant has pending charges;
  - (h) Any relevant evidence of rehabilitation or lack thereof; and
  - (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.



## **8. ADVERSE DECISIONS BASED ON CORI**

- A. If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' ***Information Concerning the Process for Correcting a Criminal Record.***

## **9. SECONDARY DISSEMINATION LOGS**

- A. All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record *any* dissemination of CORI outside this organization, including dissemination at the request of the subject.

## **C. INTERSTATE IDENTIFICATION INDEX**

- A. Interstate Identification Index (III) checks may only be made for three (3) purposes: the administration of criminal justice; background check of a person applying for criminal justice employment; background check of a person applying for a Firearms Identification Card or a Firearms License to Carry Permit.
- B. Each agency must be able to identify a requestor of internal III inquires.
- C. Whenever III information is disseminated internally or externally to another criminal justice agency, it must be logged in the agency's III Records Check Log with the same information provided in the Agency's Secondary Dissemination Log.

## **1. NCIC FILES POLICY COMPLIANCE SUMMARY**

- A. This Department must ensure that caution indicators are set properly for wanted person file entries and explained in detail under the Misc. field
- B. When entering Wanted Persons and/or Missing Persons, Vehicle, and any other records into the CJIS/NCIC system, one must make

certain that all records are entered in a timely manner being sure to include all available information to create a complete record.

- C. Invalid records should be removed promptly from the CJIS network to guarantee integrity of the data.
- D. Every entry made into the CJIS/NCIC system should be subject to a second party check to ensure accuracy of the record.

## **2. NATIONAL INSTANT CRIMINAL BACKGROUND CHECKS SYSTEMS SURVEY (NICS)**

- A. NICS can only be used for Firearms Licensing purposes, no other transactions are authorized. Per the FBI, 'NICS can't be used for employment screening of any type, or to check on individuals used as references for firearms related permits. Finally, the NICS cannot be used for law enforcement investigations outside the scope of the Gun Control Act in conjunction with the Alcohol Tobacco Firearms and Explosives.'

## **VI. PROCEDURES FOR THE PROTECTION OF CJI**

- A. To protect CJI, every employee, contractor, intern, and temporary worker shall:
  - 1. Securely store electronic and physical media containing CJI within a locked drawer or cabinet when away from the work area for more than 5 minutes. Employees with offices must lock their office doors.
  - 2. Restrict access to electronic and physical media to authorized individuals.
  - 3. Ensure that only authorized users remove CJIS in printed form or on digital media.
  - 4. Physically protect CJI until media end of life. End of life CJI is to be destroyed or sanitized using approved equipment, techniques, and procedures. (See Media Disposal Policy)
  - 5. Not use personally owned devices to access, process, store, or transmit CJI unless pre-approved by the Commissioner.
  - 6. Not utilize publicly accessible computers to access, process, store, or transmit CJI. Publicly accessible computers include, but are not limited to, hotel business center computers, convention center computers, public library computers, and public kiosks.

7. Store all hardcopy CJI printouts in a secure area accessible to only those employees whose job functions require them to handle such documents.
8. Take appropriate action when in possession of CJI while not in a secure area:
  - a. CJI must not leave the employee's immediate control. CJI printouts cannot be left unsupervised while physical controls are not in place.
  - b. Precautions must be taken to obscure CJI from public view, such as by means of an opaque file folder or envelope for hard copy printouts. For electronic devices like laptops, use session locks and/or privacy screens. CJI shall not be left in plain public view. When CJI is electronically transmitted outside the boundary of a physically secure location, the data shall be immediately protected using encryption.
    - i. When CJI is at rest (i.e. stored electronically) outside the boundary of a physically secure location, the data shall be protected using encryption. Storage devices include external hard drives from computers, printers, and copiers. In addition, storage devices include thumb drives, flash drives, back-up tapes, mobile devices, and laptops.
    - ii. When encryption is employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards.
9. Lock or log off his/her computer when not in the immediate vicinity of the work area to protect CJI.

## **1. MEDIA TRANSPORT:**

**A.** Only sworn employees and authorized contractors are permitted to transport CJI outside of the Department. Each employee and contractor will take every precaution to protect electronic and physical media containing CJI while in transport and/or to prevent inadvertent or inappropriate disclosure and use.

**B.** Sworn employees and authorized contractors shall:

1. Protect and control electronic and physical media during transport outside of controlled areas.
2. Restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.

3. Include privacy statements in electronic and paper documents.
4. Secure hand carried, confidential electronic and paper documents by:
  - a. storing the documents, or the electronic media containing the documents in a closed handbag, laptop bag, brief case, etc.
  - b. viewing or accessing the CJI only in a physically secure location.
  - c. packaging hard copy printouts in such a way as to not have any CJI information viewable.
  - d. mailing or shipping CJI only to authorized individuals; DO NOT MARK THE PACKAGE TO BE MAILED CONFIDENTIAL; packages containing CJI material are to be sent either only by either U.S. Mail or by another shipping method(s) that provides for complete shipment tracking and history.
5. not take CJI home or when travelling unless absolutely necessary.

## **2. INADVERTENT OR INAPPROPRIATE DISCLOSURE OF CJI**

- A. If CJI is unintentionally or improperly disclosed, lost, or reported as not received, the following procedures must be immediately followed:
  1. You shall verbally notify the on-duty supervisor immediately.
  2. The supervisor will communicate the situation to the Captain. The Captain, in turn will notify the Chief and the ISO of the loss or disclosure of CJI.
  3. The Captain will review the incident and will implement 93H disclosure procedures if required.
  4. The ISO will review the incident and, if required, will notify the FBI CJIS Chief Information Security Officer (CISO) following established procedures.

# **VII. PROCEDURES FOR THE DISPOSAL OF CJI**

## **A. Physical media**

1. Print-outs and other physical media shall be disposed of by;
  - I. Shredding, using the shredder located in Records Office

## **B. Electronic media**

1. Hard-drives, tape cartridges, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) will be properly disposed of by the Information Technology Department using one or more of the following methods:
  - I. Overwriting (at least 3 times) - an effective method of clearing data from magnetic media.
  - II. Degaussing - a method to magnetically erase data from magnetic media.
  - III. Destruction – a method whereby magnetic media is physically destroyed by crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be retrieved
2. IT systems that have been used to process, store, or transmit CJI and/or sensitive and classified information shall not be released from the Department's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.
3. Any employee who has any type of electronic media to be destroyed is to notify his/her supervisor. The supervisor will be responsible for contacting IT Department to arrange for proper disposal of the media.

## **PENALTIES FOR IMPROPER ACCESS, DISSEMINATION AND HANDLING OF CJIS DATA**

1. An employee who improperly accesses or disseminates CJIS data will be subject to corrective disciplinary action up to and including, loss of access privileges, civil and criminal prosecution, and termination. **See Disciplinary Procedure Policy.**
2. In addition to any penalty imposed by this department, a CJIS user may be subject to federal and state civil and criminal penalties for improper access or dissemination of information obtained from or

through CJIS pursuant to M.G.L. c. 6, §§ 167A(d), 168 and 178 and 28 CFR 20: *Criminal Justice Information Systems*.

## **Information Security Response Reporting Procedure**

Massachusetts criminal justice agencies are reminded that any security incidents involving access, or potential access, to department systems or networks, or to criminal justice information of any kind, must be reported with forty-eight (48) hours to the Department of Criminal Justice Information Services (DCJIS), regardless of whether or not the incident involved the CJIS network or CJIS systems. This requirement is contained within the CJIS User Agreement, which is signed by the department Agency Head, CJIS Representatives, and CJIS Technical Contact. Specifically:

3.10 Incident Reporting – A security incident is a violation or a potential violation of the confidentiality, integrity and/or the availability of state/FBI CJIS data. If such an incident should occur, the agency head shall submit a fax, on agency letterhead to the attention of the DCJIS Commissioner and the Information Security Officer to 617-884-4601, within 48 hours with the following information:

- Date & location of incident
- Systems affected
- Method of detection & nature of incident
- Description of the incident & actions taken/resolution
- Date & contact information for the agency

In lieu of the fax on agency letterhead, the DCJIS has created a Computer/Information Security Incident Report Form which must be used to notify the DCJIS of such events. The form is available on the DCJIS Extranet.

Further, the FBI's CJIS Security Policy also has **mandatory** policy and reporting requirements for computer security breaches:

5.3 Policy Area 3: Incident Response – Agencies shall (i) establish an operational incident handling capability for agency information systems that includes adequate preparation, detection, analysis, containment, recovery, and

user response activities, (ii) track, document, and report incidents to the appropriate agency officials and/or authorities.

5.3.1.1.1: Reporting Information Security Events – The agency shall promptly report incident information to appropriate authorities. Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the agency shall employ automated mechanisms to assist in reporting of security incidents. All employees, contractors, and third-party users shall be made aware of the procedures for reporting the different types of events and weaknesses that might have an impact on the security of agency assets and are required to report any information events and weaknesses as quickly as possible to the designated point of contact.

## **User Account Validation**

Purpose:

All internal network accounts and RMS user accounts shall be reviewed at least every six months by the terminal agency coordinator (TAC) or his/her designee to ensure that access and account privileges commensurate with job functions, need-to-know, and employment status on systems that contain Criminal Justice Information. The TAC may also conduct periodic reviews.

All guest accounts (for those who are not official employees of the CJA) with access to the criminal justice network shall contain an expiration date of one year or the work completion date, whichever occurs first. All guest accounts (for private contractor personnel) must be sponsored by the appropriate authorized member of the administrative entity managing the resource.

The TAC must disable all new accounts that have not been accessed within 30 days of creation. Accounts of individuals on extended leave (more than 30 days) should be disabled. (Note: Exceptions can be made in cases where uninterrupted access to IT resources is required. In those instances, the individual going on extended leave must have a manager-approved request from the designated account administrator or assistant.)

The TAC must be notified if a user's information system usage or need-to-know changes (i.e., the employee is terminated, transferred, etc.). If an individual is assigned to another office for an extended period (more than



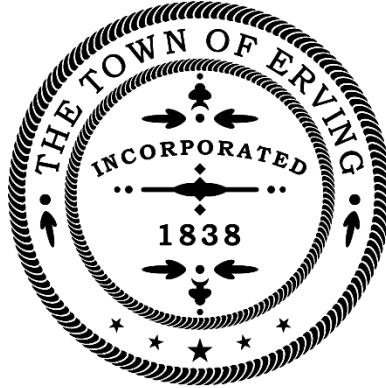
90 days), the TAC will transfer the individual's account(s) to the new office (CJA).

The TAC will remove or disable all access accounts for separated or terminated employees immediately following separation from the agency.

Primary responsibility for account management belongs to the Terminal

Agency Coordinator (TAC). The TAC shall:

- Modify user accounts in response to events like name changes, accounting changes, permission changes, office transfers, etc.,
- Periodically review existing accounts for validity (at least once every 6 months), and
- Cooperate fully with an authorized security team that is investigating a security incident or performing an audit review.



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# TOWN OF ERVING

## REQUEST FOR PROPOSALS (RFP)

### FINANCIAL MANAGEMENT SOFTWARE & SUPPORT

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Issued Date: March 08, 2023

Procurement # 20230308

TOWN OF ERVING | 12 EAST MAIN STREET, ERVING, MASSACHUSETTS 01344 | PHONE: (413) 422-2800

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# Town of Erving

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12 East Main Street, Erving, Massachusetts 01344  
Phone: (413) 422-2800 | Fax: (413) 422-2808 | [www.erving-ma.gov](http://www.erving-ma.gov)

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## REQUEST FOR PROPOSALS FINANCIAL MANAGEMENT SOFTWARE & SUPPORT

### Public Notice & Advertisement

In accordance with MGL Chapter 30B, the Town of Erving, Massachusetts, acting through the Select Board, is issuing a request for proposals (RFP) for the procurement of cloud-based software for financial management, for payroll, accounts payable, budgeting, and capital requests, and support services. All submissions should show complete detail and respond to all requested services for a lump sum cost for each year of the service period.

Submissions must be received at Erving Town Hall, Attn: Chief Procurement Officer, 12 East Main Street, Erving, MA 01344 by **2:00 P.M. on Monday, April 03, 2023**. “Financial Software Procurement” must be written in the lower left corner of the envelope front. Late submissions will not be accepted. All submission proposals must be valid for a period of 60 days from the submittal date

The Town of Erving (“Town”) reserves the right to reject any and all submissions in part or in whole. It also reserves the right to make an award in any manner consistent with Massachusetts General Law and deemed to be in the best interest of the Town.

The contract for this service must be approved by the Erving Select Board and is subject to funding at Town Meeting.

For a copy of the procurement document, at no additional cost, visit [www.erving-ma.gov/bids](http://www.erving-ma.gov/bids) or for questions regarding this document contact Bryan Smith, Chief Procurement Officer, by email: [bids@erving-ma.gov](mailto:bids@erving-ma.gov).

Bryan Smith  
Chief Procurement Officer  
Town of Erving, Massachusetts

Posted to COMMBUYS:	March 08, 2023
Posted to Town Posting Board:	March 08, 2023
Posted to Town Website:	March 08, 2023
Advertised In Newspaper:	March 08, 2023



# Town of Erving

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12 East Main Street, Erving, Massachusetts 01344  
Phone: (413) 422-2800 | Fax: (413) 422-2808 | www.erving-ma.gov

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## REQUEST FOR PROPOSALS (RFP) FINANCIAL MANAGEMENT SOFTWARE & SUPPORT

### 1. BACKGROUND

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1.1 The Town of Erving, Massachusetts, acting through the Select Board, is issuing a request for proposals (RFP) for the procurement of cloud-based software for financial management software, for payroll, accounts payable, budgeting, and capital requests, and support services. The Town is transitioning from Softright to a secure cloud-based platform that will meet the listed specifications in Section 2 and Attachment D. The proposed software solution must be a commercially available product that is not custom developed. All bid submissions should show complete detail, respond to all requested services for a lump sum cost for each service year, and include all required forms.

### 2. SCOPE & SERVICE REQUIREMENTS

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2.1 The Town of Erving is located in Franklin County, Massachusetts and has a population of 1,665 (2020 U.S. Census) with an employment of approximately 100 individuals. The Town is seeking a new cloud-based software platform that will support the work of the Treasurer's Office, Town Accountant's Office, Administration Office, and Capital Planning Committee. The Town is seeking a service agreement for implementation, hosting and support, with a term of up to three (3) years. The proposed solution must be responsive to the specifications in this RFP, must be a commercially available product and not a custom developed solution and is not a per user fee licensed structure.

2.2 Proposers are required to respond to the detailed Technical Response Form in Attachment D. The completed form must be submitted as part of the RFP submission by the deadline. The responses will be considered as part of the overall evaluation outlined in the comparative criteria in Attachment A. A high-level outline of the expected system solution that shall include:

#### A. SOFTWARE

- a. General Ledger
- b. Budgeting (operating & capital)
- c. Accounts Payable
- d. Purchasing
- e. Cash Management/Bank Reconciliation
- f. Content Management
- g. General Billing
- h. Accounts Receivable
- i. Human Resources & Employee Portal

## **B. SERVICES**

- a. Project Management
- b. Data conversion
- c. Integration & interface development
- d. Training
- e. Ongoing hosting support & maintenance services

### **2.3 Implementation:**

#### **A. Approach to Implementation:**

- a. The Town will evaluate how the vendor will transition from the existing system & data to the new system. The detailed response should include, but not be limited to, how the team will be structured, the vendor's expectation of the Town, and the proposed order of implementation, anticipated project schedule, a training plan, and communication approach. Samples of training aids, manuals, and communications may be included.
- b. The vendor is to assign an implementation project manager who has extensive integration experience and has worked for the vendor for at least two (2) years. The Town expects that the vendor will provide a qualified project manager who has expert technical knowledge of the product, the system hardware and database, the methods and procedures needed to complete the full integration. The project manager does not need to remain onsite but must be available for key points or activities to ensure the project is progressing in order to meet the agreed upon schedule. Effective project manager communication with the Town is critical.
- c. Provide support and maintenance services terms and conditions
- d. Provide updates and new release terms and conditions

#### **B. Preferred Timeline:**

- April 2023- contract with company and project kickoff meeting
- May & June 2023- data conversion & setup
- June & July 2023- training for Town staff on software use

### **2.4 Hosting Services & Storage of Town Owned Information**

- A. Hosting Services:** The vendor is to provide a cloud hosted software that is encrypted and secure.
- a. User access to the cloud platform will be allowed by permission levels/groupings and will not be limited to individual users at a per user fee.
  - b. The hosting fee will be paid annually with a July renewal date.
  - c. The Town will retain ownership of all data, documents, accounting history, etc., and will have full given full access to the data if the service agreement between the Town and the vendor is terminated.

- B. Confidential Information Compliance Agreement:** The selected vendor must be willing to comply with the Town's Confidential Information Compliance Agreement. See Attachment E.

C. **Public Records Provisions:** The proposed solution for the storage of public documents, must comply with applicable provisions of Public Records statutes and regulations, including the requirements of MGL Chapter 66 Section 19 and Massachusetts 201 CMR 17.00

## 2.5 Price

- a. The vendor's price for system software, hosting, and ongoing support are to be included with the annual yearly service fee. The system implementation costs should be included in the first-year cost. Provide a scope of the integration, training, and support services to be provided. The proposed price is to be lump sum and not per user. Per-user proposals will be considered non-responsive and will be rejected.
- b. The price proposal form is included in Attachment C.
- c. The vendor will agree to invoice the Town upon completion of the integration and implementation for year 1. Years two and three will be invoiced in July.

## 3. QUALITY REQUIREMENTS

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- 3.1 The vendor will demonstrate the ability to successfully provide cloud-based software services, as described in the specifications, to municipal customers.
- 3.2 The vendor will have a minimum of five (5) years of experience providing accounting software solutions to municipal clients.
- 3.3 The vendor will provide at least three (3) municipal references, for whom the vendor has provided the same or similar services within the last two (2) years, that the Town may contact. References will include organization name, address, telephone number, contact person, contact email address. Massachusetts municipalities are preferred.
- 3.4 The vendor will include in their written proposal a disclosure of any findings of breach of contract or action against the vendor from clients related to provision of services.

## 4. INSURANCE

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- a) **Coverage For Term:** The successful proposer must maintain professional liability insurance comparable and comprehensive public liability insurance, which shall include the broad form comprehensive general liability endorsement covering the vendor's activities, including, but not limited to, the provision of software and secure hosting services of data as outlined in the procurement and resulting agreements. Such policies shall be written by a responsible company qualified to do business in Massachusetts and in good standing therein and shall provide the minimum coverage as set forth below. The policies provided for herein shall specifically cover the indemnity provisions. The

successful proposer shall be considered in default if any of the required insurance coverages expires, lapses or is otherwise not valid.

- b) **Town as Co-Insured or Additional Insured:** The Town shall be named as a co-insured or additional insured on all insurance coverages. All insurance certificates shall provide that the policies shall not be cancelled without at least thirty (30) days written notice to the Town.
- c) **Notification of Coverage:** The vendor shall deposit with the Issuing Authority copies of the policies and certificates of insurance naming the Town as an additional insured.
- d) **Insurance Coverage:**
  - a. **Comprehensive Liability Insurance:** Vendor shall obtain comprehensive liability coverage including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits for such coverage shall be: (1) bodily injury including death, \$500,000 for each person, occurrence and \$1,000,000 aggregate; (2) property damage, \$500,000 for each person, occurrence and \$1,000,000 aggregate.
  - b. **Workers' Compensation Insurance:** Full Workers' Compensation Insurance and Employer's Liability shall be maintained with limits as required by Massachusetts law.

## **5. PREPARATION OF BIDS**

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5.1 Proposals shall be submitted on the forms provided (appendices B through E) or copies thereof and must be signed by the proposer or an authorized representative. The person signing the bid form shall initial any corrections to entries made on the forms.

5.2 The proposal shall be signed by a person having the legal authority to execute such a document on behalf of the vendor. The individual signing the proposal forms shall indicate his/her title or position in addition to the name and address of the vendor.

5.3 The Town may consider as unacceptable any proposals not prepared and submitted in accordance with this provision. The Town reserves the right to reject any and all proposals in total or in part and to waive minor informalities in any quote document as the Town may deem in the best public interest.

5.4 Each proposal must include a completed "Tax Compliance" and "Certificate of Non-Collusion" form, as attached.

5.5 Any proposal may be withdrawn or modified upon written request received prior to the time fixed for the submission of proposals. After the opening, a Proponent may not change any provision of the proposal.



5.6 The Town of Erving shall not be liable for costs incurred in the preparation of a response to this RFP or in conjunction with any presentations before Town agencies, the public or awarding authorization and all materials developed under this RFP shall become the possession of the Town of Erving.

5.7 All bids must be valid for a period of 60 days from the submittal date.

## **6. RECEIPT AND OPENING OF THE PROPOSALS**

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6.1 The Town has determined that this RFP process, related to this project, is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. The Town of Erving's Chief Procurement Officer is Bryan Smith. Applicants shall submit on or before **2:00 PM on Monday, April 03, 2023**, one (1) clearly marked original sealed project proposal and an electronic copy on a flash drive including the price proposal, using the form provided in Attachment D, to:

Town of Erving  
Attn: Bryan Smith, Chief Procurement Officer  
12 East Main Street  
Erving, Massachusetts 01344

Proposals submitted after this time will not be accepted.

6.2 Receipt of each proposal will be recorded as it is received. Proposals will be opened and made public at the submittal deadline.

6.3 Proposals must be marked "Financial Management Software" and must include all required documents, completed and signed by a duly authorized signatory, including the following to be considered a complete proposal:

## **7. EXPLANATIONS AND ADDENDA**

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7.1 Explanations desired by a prospective proposer may be requested of the Town in writing no later than **Tuesday, March 21, 2023, at 10:00 AM**. If explanations are necessary, a reply shall be made in the form of an addendum. A copy of any and all addenda will be posted to the Town website at [www.erving-ma.gov/bids](http://www.erving-ma.gov/bids). Any verbal statements by any person, prior to the award, shall be unauthorized and not binding.

7.2 Requests for clarification can be submitted by email to Bryan Smith at [bids@erving-ma.gov](mailto:bids@erving-ma.gov). The Town takes no responsibility for emails that are not received and suggests that those making the request confirm the receipt of any such request.

## 8. CONDITIONS

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8.1 Each proposer shall become fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the specifications.

8.2 The failure or omission of any proposer to receive or examine the form, instrument, addendum, or other document, or to be acquainted with existing conditions, shall in no way relieve the proposer of any obligations with respect to this bid or to the contract. The Town shall make all such documents available to bidders upon request.

8.3 The proposer shall make a determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the Town.

## 9. COMPETENCY OF BIDDER

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9.1 The opening of the proposals shall not be construed as an acceptance of the proposer's qualifications. The Town reserves the right to determine the competence and responsibility of a proposer from its knowledge of the proposer's qualifications, from other sources, or from prior experience.

## 10. DISQUALIFICATION OF A BIDDER

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10.1 Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of a bid:

- i. evidence of collusion among bidders;
- ii. questions of lack of competency;
- iii. default on a previous contract for failure to perform.

## 11. EVALUATION

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11.1 All complete and responsive proposals that are received will be evaluated by the Town. The evaluation will be timely, based on the information submitted as well as any related information that the Town may discover in analyzing or verifying information submitted in the proposal; or in any subsequent submissions.

11.2 The relative merits of each proposal shall be rated for each criterion listed below:

- **Highly Advantageous (5 points)** – The proposal excels on the specific criterion.
- **Advantageous (3 points)** – The proposal fully meets the evaluation standard of the specific criterion.
- **Not Advantageous (1 point)** – The proposal does not fully meet the evaluation standard

of the specific criterion.

- **Non-Responsive / Unacceptable (0 points)** – The proposal fails to meet the criterion.

The complete comparative criteria are included in Attachment A as part of this RFP.

11.3 The Town may request demonstrations, additional information and conduct interviews with proponents as part of the evaluation process.

## **12. RULE OF AWARD**

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12.1 The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth above, will be selected. The Town reserves the right to reject in whole or in part any and all submissions. This RFP process may be cancelled and an award may not be made if the Town determines that cancellation serves the best interests of the Town of Erving.

## **13. AWARDING AUTHORITY & FUNDING OF CONTRACT**

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13.1 The contract for the services specified in this bid document will be awarded by the Erving Select Board. If at any time the registered voters in Erving fail to appropriate sufficient funds for performance of the Town's obligations under the contract, the obligations of the parties under the contract shall terminate for any period of time for which sufficient funds have not been appropriated.

## **14. TRANSFERABILITY OF CONTRACT**

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14.1 No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the contractor without the express written consent of the Select Board consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the contractor.

**Attachment A: COMPARATIVE CRITERIA**

	<b>Unacceptable (0)</b>	<b>Not Advantageous (1)</b>	<b>Advantageous (3)</b>	<b>Highly Advantageous (5)</b>
<b>Technical Requirement</b>				
	Proposed software solution is not cloud-based and does not respond to any of the technical requirements listed in section 2 and Attachment D.	Proposed solution may or may not be cloud-based and responds to some of the technical requirements listed in section 2 and Attachment D. The solution gives the Town the security, payroll, general ledger, and accounts payable functionality but provides few of the other features including custom reporting.	The proposed solution is cloud-based and responds to most of the technical requirements listed in section 2 and Attachment D. The solution gives the Town the security, payroll, general ledger, and accounts payable, and budgeting functionality and custom reporting.	The proposed solution is cloud-based and responds to all of the technical requirements listed in section 2 and Attachment D, gives the Town the described custom reporting and provides employee access to report time and review accruals
<b>Ability to Integrate with Existing Systems</b>				
	Proposed software solution is not capable of integrating with Town’s existing systems.	Proposed software solution is capable of securely integrating with the Town’s Azure Active Directory but does not integrate with any other Town systems	Proposed software solution is capable of securely integrating with the Town’s Azure Active Directory and has the ability to import and export data from other Town Software, such as Vadar	Proposed software solution is capable of securely integrating with the Town’s Azure Active Directory and has the ability to integrate with the Town’s Vadar platform, supports import & exports to the Town’s financial institutions.
<b>Implementation, Price &amp; Experience</b>				
	Vendor is unable to meet the project timeline and has no experience working with municipalities. Provides no user training or training videos or tutorials. Does not comply with pricing form.	Vendor is unable to meet the project timeline but has experience working with municipalities. Provides users with initial training remotely only and relies on training videos and tutorials for user support.	The vendor is able to meet the project timeline and has experience with working with municipalities. Provides users with initial training remotely and the option for ongoing remote support.	The vendor is able to meet the project timeline and has experience with working with municipalities in Massachusetts. Provides users with in-person initial training and the option for ongoing remote support. Complies with pricing provisions.
<b>References, Site Visits &amp; Presentations</b>				
	Minimum of 3 references not met, or references were poor and/or inadequate.	Minimum of 3 references met and references were acceptable.	Strong references reflecting projects came in on time and within budget.	Strong references reflecting timely completion, excellent system support and professionalism

**Attachment B: REQUEST FOR PROPOSAL COVER SHEET**



**Procurement Title:** \_\_\_\_\_

**Procurement Number:** \_\_\_\_\_

**Legal Name of Partnership, Corporation or Individual:**

\_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Web Address:** \_\_\_\_\_

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment is in all respects fair and without collusion & fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.

**Printed Name & Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**EIN Number:** \_\_\_\_\_

**Please Note the Following**

- ✓ This page must be complete and returned with your proposal
- ✓ Proposals must be submitted in a sealed envelope, marked as detailed in the Submission section
- ✓ All submission must be received prior to the opening date and time
- ✓ Submissions received after the opening date and time will not be accepted

**Attachment C: PRICE PROPOSAL FORM**

To: Town of Erving  
Attn: Chief Procurement Officer  
12 East Main Street  
Erving, Massachusetts 01344

The undersigned proposes to furnish professional services to operate the financial management software & support services as described in the procurement document. The Town reserves the right to reject any and all bids.

**Contract Price:**

<b>Service Year 1</b> (Implementation & Service)	\$	_____
<b>Service Year 2</b>	\$	_____
<b>Service Year 3</b>	\$	_____
<b>Total Contract Proposal Price</b> (Service Years 1, 2 and 3)	\$	_____

By signing this proposal, I hereby certify that the services to be provide meets or exceeds the specifications supplied by the Town, and as listed in this packet.

\_\_\_\_\_  
Signature of Individual or Corporate Officer

\_\_\_\_\_  
Date

**Attachment D: RFP TECHNICAL RESPONSE FORM**

DRAFT

Proposers must use one code only per requirement. The following answer key must be used when responding to the requirement. (Y = Yes, Out of Box, N = Not Planned, C = Customization, TP = Third Party Product, please indicate name of Third Party Product the appropriate field in the comments column.)		Response & Explanation
<b>General Capabilities</b>		
1	The software must be commercial off-the-shelf that can be tailored to customer needs through configuration instead of custom software development.	
2	Provides a one-time, single-point of data entry to reduce redundant work.	
3	Modules should integrate to maximize operator and system efficiency where applicable.	
4	Provides an easy-to-use tool for preparing various statistical and analytical reports.	
5	Allows searching on all application fields and includes search operators such as greater than, less than, in between, etc.	
6	Allows for unlimited historical data to be stored and maintained in the production system.	
7	Performs real-time data validation and error checking at the time of data entry.	
8	Provides identification of an individual who last entered or changed any transaction and the date of that change.	
9	Allows for multiple users to be on the system at the same time and multiple users to be in the same program at the same time.	
10	The software must use a relational database.	
11	Provides functionality for data to be output directly from an application to multiple formats including, but limited to printer, email, Microsoft Excel, Microsoft Word and PDF.	
12	Allows customized access and user experience, to be maintained by role.	
13	Provides user defined fields for the master files and input screens in applicable modules.	
14	Provides comprehensive document management capabilities.	
15	Allows users to design site specific output forms for applicable modules.	
16	Allows for reports to be scheduled for automated generation with multiple output options.	
17	Provides integrated checklists and/or wizards to guide users through complex processes.	
18	Provides future updates and enhancements on a regular basis. Vendor will note such provisions and identify associated costs.	
19	Provides well defined all-inclusive migration processes for software releases.	
20	Supports all client software modifications in a generally available release.	
21	Provides client specific software modifications available to all clients at no additional charge.	
22	Provides field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (i.e., warnings when entering existing SSN, address, etc.)	
23	Provides online documentation and training materials such as context-specific help, release notes, and process overviews.	
24	Allows authorized users to obtain/update information through self-service applications when applicable.	
25	Supports importing and exporting standard desktop office application files to Microsoft Office suite where applicable.	
26	Displays all date fields with a century indicator.	
27	Includes multiple application environments. This should include separate environments for end- user training and to install application updates without affecting production.	
28	Allows applications to be browser-based and not require additional software or add-ons installed on end user devices, with the exception of applications for mobile devices.	
29	Includes real-time RESTful APIs for third-party application integration.	
30	Processes should occur in real-time, but allow for select processes to be scheduled.	
31	Supports standard Windows clipboard functionality to cut/copy/paste to and from fields.	
32	Allows for files to be attached directly to application records and transactions.	



33	Allows for documents to be scanned directly and attached directly to application records and transactions.	
34	Supports mass changes to definable groupings of transactions, where applicable.	
35	Provides effective dating for transactions and table updates, including both future and retroactive changes, where applicable.	
36	Allows drill down functionality to supporting records, including across application modules.	
37	Supports cloud deployment.	
38	Supports industry standard virtualization platforms.	
39	Supports system on Microsoft Windows Server operating systems.	
Proposers must use one code only per requirement. The following answer key must be used when responding to the requirement. (Y = Yes, Out of Box, N = Not Planned, C = Customization, TP = Third Party Product, please indicate name of Third Party Product the appropriate field in the comments column.)		Response & Explanations
<b>General Ledger</b>		
40	The software must provide a central inquiry program with the ability to filter on Accounts, Account Segments, Budget and/or Trial Balance, or by transaction type.	
41	The software must track the user of each transaction.	
42	The software must support accounting process functions that are required to maintain various fund types, individual funds and account groups within funds, such as special revenue funds, fiduciary funds, etc.	
43	The software must provide comprehensive inquiry option with drill down capabilities to the user to access summary information or detail information as needed.	
44	The software must include controls to insure that all due to/due from transactions are in balance across funds	
45	The software must have the option to store financial transactions in a temporary hold status until approved for posting to the general ledger by accounting personnel.	
46	The software must allow for multiple months and fiscal years to remain open simultaneously.	
47	Ability to provide for the maintenance of separate funds, each of which is a self-balancing set of accounts with all fund records being processed simultaneously by the common system.	
48	Ability to accommodate real-time on-line inquiry capability for the following items: <ul style="list-style-type: none"> <li>• Beginning budget balance</li> <li>• Year-to-date budget activity</li> <li>• Current budget balance</li> <li>• Unspent/remaining budget balance</li> <li>• Beginning transaction balance</li> <li>• Year-to-date transaction activity</li> <li>• Current transaction balance</li> <li>• Beginning encumbrance balance</li> <li>• Year-to-date encumbrance activity</li> <li>• Current encumbrance balance</li> </ul>	
49	Ability to require that all transactions are two-sided and balanced.	
50	Ability to create reports across multiple years	
51	Ability to print information displayed on the screen.	
52	Ability to prevent deletion of an account with activity in any period of the	

	current year.	
53	Ability to prevent deletion of an account with activity in any period of the current year.	
54	Ability to accommodate reversing journal entries.	
55	Ability to allow the user to look up the chart of accounts on the screen as a reference during journal entry and to select the account.	
56	Ability to provide for budget control by checking available funds before posting.	
57	Ability to make adjustments to budget, transaction and encumbrance balances through the use of journal entries.	
58	Ability to have an unlimited number of lines in any part of the journal entry.	
59	Ability when entering journal voucher to view the multiple entries within the journal transaction on one screen.	
60	Ability to enter journal entries for multiple departments and funds under one journal header.	
61	Ability to validate journal entry date matches the fiscal year being posted to	
62	Ability to ensure due to/due from and transfer in/transfer out balances across funds.	
63	Ability to hold a period or fiscal year open before closing.	
64	Ability to have more than one period open.	
65	Ability to have more than one fiscal year open.	
<b>Accounts Payable</b>		
66	The software must have the ability to generate a payment approval list for select board approval.	
67	The software must accommodate processing of debit/credit memos and manual checks.	
68	Ability to have multiple invoice batches open simultaneously	
69	The software must reconcile bank accounts (outstanding check reconciliation).	
70	The software must distribute invoice payments by item or total into multiple general ledger funds, accounts, organization or program.	
71	The software must distribute invoice payments by item or total into multiple general ledger funds, accounts, organization or program.	
72	The software must be able to view vendor information from the invoice entry screen.	
73	The software must automatically liquidate encumbrances for invoiced, encumbered purchase orders.	
74	Ability to track vendor W9 & 1099 information.	
75	Ability to maintain a history of payments made to vendor.	
76	Ability to inquire on the status of a check (e.g., outstanding, voided, cashed, etc.).	
77	Ability to default information from the purchase order to the invoice entry screen to simplify data entry.	
78	Ability to reject transactions for insufficient appropriation balance (with override feature based upon security).	
79	Ability to alert user of potential duplicate payments based on vendor	

	number and invoice number combination, with the ability to override with the appropriate user security.	
80	Ability to accommodate the following payment methods: printed check, electronic fund transfer.	
81	Ability to retain prior year(s) data for comparative reporting.	
82	The software must separate different types of 1099's within system, and print year-end 1099's.	
83	Ability to flag vendor, or certain invoices for a vendor, as 1099 reportable.	
84	Ability to collect necessary information for generation of Federal 1099s at year-end (both manually and per IRS approved file).	
85	Ability to correct 1099 information in the system, reprint the 1099 form(s), and produce a correction file for the IRS.	
86	Ability to change a vendor's 1099 status at any time during the year, and all new activity will be updated with new 1099 designation.	
87	Ability for individual invoices to be included or excluded from 1099 income for a vendor as appropriate.	
88	Ability to add and edit Vendors and amounts paid in the 1099 file	
89	Ability to generate 1099 paper forms as well as on electronic media.	
90	Ability to view default vendor's remittance address from the vendor record when processing invoices, with ability to select a different vendor remittance for use on transaction.	
91	Ability to accommodate account distributions by line item.	
92	Ability to create custom import file for importing invoices.	
93	Ability to post invoice batches to a warrants payable account rather than directly to cash	
94	Ability to create an invoice proof list prior to posting to warrants payable	
95	Ability to place invoices in the warrants payable account on a hold status	
96	Ability to generate individual checks that include payments from multiple funds.	
97	<p>Ability to provide audit trails with the following information:</p> <ul style="list-style-type: none"> <li>• Invoice Number</li> <li>• Disbursements</li> <li>• Purchase order number</li> <li>• Check number</li> <li>• Date (s) (e.g. invoice date, payment date, etc.)</li> <li>• Payee</li> <li>• Payee Address</li> <li>• Approver and User ID</li> <li>• Account Number</li> </ul>	
<b>Check Information</b>		
98	Ability to automatically update the budget when a check is voided if the invoice is also voided.	
99	Ability to automatically update the vendor file when a check is voided.	
100	Ability to automatically generate check numbers based on user-defined starting numbers.	
101	Ability to produce manual checks.	
102	Ability to produce, through secure printers, checks with electronic signatures.	
103	Ability to ensure security on check writing signatures.	

104	Ability to consolidate (or choose not to consolidate) multiple invoices for the same vendor on one check, and itemize the invoices on the check stub.	
105	Ability to prevent the printing of blank, negative, or zero amount checks.	
106	Ability to void checks by check number or range of check numbers.	
107	Ability to create custom export file for checks.	
108	Ability to post voided checks to system in exact same manner as original entry with reversing entry to general ledger having date of void, not original check date.	
109	Ability to provide for restart procedures for the check printing routine.	
110	Ability to produce a daily report showing all activity in the system.	
111	Ability to void checks online and automatically generate general ledger transactions to reverse all accounting distributions associated with that check.	
<b>Payroll</b>		
112	The system provides an in-house payroll system.	
113	The system supports standard user-defined salary tables.	
114	The system supports part-time and hourly employees with pro-rated benefits.	
115	The system accommodates employees with unusual shifts.	
116	The system supports multiple pay rates/positions/funds for a single employee.	
117	The payroll system is integrated with the GL and budget.	
118	The system supports multiple pay periods.	
119	The system generates all Federal and Massachusetts state reporting requirements. (W2 statements, 1095-C Statements, 941 reports, state employment security and/or other quarterly/annual reports)	
120	The system supports an unlimited number of years of history.	
121	The system offers an employee portal for benefit administration	
122	The system automatically tracks accrued time earned and used for: <ul style="list-style-type: none"> <li>• Holidays</li> <li>• Personal Days</li> <li>• Vacation</li> <li>• Sick Time</li> <li>• Comp Time (earned at 1.5 or 1.0 &amp; used at 1.0)</li> <li>• Bereavement</li> </ul>	
123	The system can distribute employee salary to multiple funds and accounts.	
124	Tax tables are automatically updated.	
125	Tax tables can be maintained and updated by the user.	
126	The system supports direct deposit and check printing of payroll.	
127	The system allows daily, weekly or monthly time entry.	
128	The system interfaces with a time clock.	
129	The system supports on-line entry of time by employees.	
130	The system offers customizable reports (i.e. unemployment, retirement, etc.) that will total hours and/or pay by the calendar month or quarter regardless of pay period end date.	
131	The system automatically calculates overtime pay in accordance with the Fair Labor Standards Act (FLSA).	
132	The system offers the ability to add vendor payments for benefits on the payroll warrant.	
<b>Cash Receipts</b>		
133	Ability to record cash & check receipts and create user-defined payment methods.	
134	Ability to reconcile cash accounts (book balance) with their corresponding bank accounts (bank balance), including:	

	<ul style="list-style-type: none"> <li>Ability to create multiple bank account numbers for each bank code</li> <li>Define which GL cash accounts correspond to each bank account</li> <li>Automatically provide “bank items” reconciliation file of adjustments, deposits, and AP and Payroll reconciliations</li> <li>Ability to search bank items by bank code/account, date range, item type (adjustments, deposits or both), and status (cleared/not cleared/all)</li> <li>Support for reconciliation of both open and closed months</li> <li>Support for manual or automatic transaction clearing</li> <li>Ability to drill-down into transaction details for cleared and outstanding totals within date range.</li> </ul>	
135	Daily Payments Journal that includes a detailed list of payments received, as well as a summary by receipt and tender type.	
136	Support for check/warrant reconciliation, including: <ul style="list-style-type: none"> <li>Auto-processing of files to/from the bank</li> <li>Payables/Payroll check writing history files</li> <li>Can manually indicate that checks have cleared</li> <li>Reports for cleared, outstanding, and voided checks</li> </ul>	
<p>Proposers must use one code only per requirement. The following answer key <u>must be used</u> when responding to the requirement. (Y = Yes, Out of Box, N = Not Planned, C = Customization, TP = Third Party Product, please indicate name of Third Party Product the appropriate field in the comments column.)</p>		Response & Explanation
<b>Security</b>		
137	Allows for communication between end-user and application server/s to be over HTTPS.	
138	Provides user-defined: <ul style="list-style-type: none"> <li>Tables</li> <li>Fields</li> <li>Reports</li> <li>Menus</li> <li>Output forms</li> <li>Business rules and workflows</li> </ul>	
139	Allows all application customizations to be retained following any system update.	
140	Allows administration tasks to be decentralized.	
141	Supports industry standard backup solutions and practices.	
142	Supports database transaction log backups and point-in-time restoration.	
143	Allows system to be optimized for Microsoft SQL Server RDBMS.	
144	Provides functionality to lock database records at row and field level.	
145	Includes a data dictionary.	
146	Allows for the administrator to track user behavior as well as database utilization.	
147	Provides documented best practices including but not limited to optimum database configuration and client maintenance.	
148	Allows integrated Role-based Access Control security system and includes the following features: <ul style="list-style-type: none"> <li>Unlimited number of roles to be assigned to a user</li> <li>Roles include several levels of access customization including, but not limited to application, process, record, and where applicable, field.</li> <li>Roles can be effective dated to be automatically applied or expired on future dates.</li> <li>Role administration to be decentralized per application module</li> </ul>	
149	Supports Microsoft Active Directory for end-user authentication.	
150	Allows use of single login for all products from same vendor.	
151	Provides self-service applications to allow end users to register for a new account.	
152	Allows for end users of self-service applications to reset their own password, including "forgot password" capability.	
153	Allows an administrator to suspend a user ID from further use.	
154	Automatically log users off after defined idle time. Must be able to define idle time by user role and/or per application module.	

155	Provides functionality to record who changed security profiles and when changes are made (user name, date and time stamp).	
156	Includes summarized and detailed reports on user security rights.	
	<b>REPORTING</b>	
157	Allows user to generate charts and graphs based on report data within the system.	
158	Provides multiple output formats for reports including printer, PDF, Word, Excel.	
159	Allows scheduling of applicable reports to run automatically.	
160	Provides reporting by exception.	
161	Allows print preview of all reports before printing and have print screen functionality.	
162	Supports industry leading ad hoc reporting tools including Microsoft SQL Server Reporting Services.	
163	Provides a user-configurable, centralized access point for analyzing and aggregating data from all modules and applications allowing users to view key performance metrics and drill down for further detail.	
164	System provides the following general ledger reports: <ul style="list-style-type: none"> <li>• Account History</li> <li>• Detailed transaction journal</li> <li>• Budget journal</li> <li>• Budget to actual expenditures (for any user-defined date or period range)</li> <li>• Budget to actual revenue estimates (for any user-defined date or period range)</li> <li>• Department Budget (including both actual and budgeted amounts for any user-defined date or period range)</li> <li>• Statement of Revenues, Expenditures and changes in Fund balance by Fund type</li> <li>• Encumbrance listing by Department &amp; Fund, showing liquidations &amp; remaining balance</li> <li>• Chart of Accounts</li> </ul>	
165	Ability to create and save custom reports.	
166	Ability to sort queries and reports based on any element (e.g., date range, period range, individual account number, account number segment, account number range, etc.).	
167	Ability to produce combined financial statements by fund, a select group of funds, or in total for all funds.	
168	Ability to summarize individual line-item accounts into groups of accounts for use in financial reporting based on user-defined criteria.	
169	Ability to support online inquiry to account balances, available funds, and to detail posted transactions.	
170	Ability to maintain a history of all general ledger entries and to produce detailed transaction reports to provide an appropriate audit trail.	
171	Ability to produce the following reports: <ul style="list-style-type: none"> <li>• Vendor master listing (by any element in the file)</li> <li>• Summary payment report by vendor (for a user-determined time period)</li> <li>• Vendor invoice list</li> <li>• Invoice history by GL account</li> <li>• 1099 MISC reporting</li> <li>• Check register</li> </ul>	

	<ul style="list-style-type: none"> <li>Positive Pay Report for Financial Institutions</li> </ul>	
<b>Budgeting</b>		
172	The ability for annual operating budget planning with multiple budget scenarios	
173	The ability to issue a call for budget submissions to department and agencies and to allow direct submissions into the software from departments and agencies with budget narratives	
174	Ability for multiple levels of review and approval through the budget process by permission levels and collaboration	
175	Ability to produce budget comparisons that consider multiple years of budgets vs. actual expenditures	
176	Ability for departments and agencies to submit annual capital budget requests and to allow for multiple budget scenarios that considers a variety of funding sources	
177	Ability to track anticipated useful life of municipal assets for capital budgeting purposes	
178	Ability to develop, track and project a multi-year capital plan with narratives	
179	Ability to roll approved budget after Town Meeting approval	
<b>WORKFLOW</b>		
180	Includes integrated workflow engine across all modules to provide automated notifications and approval requests.	
181	Includes pre-defined business rules to include in customized workflows.	
182	Allows for workflow design and administration to use point-and-click/drag-and-drop tools and require little technical expertise.	
183	Allows for workflow administration to be decentralized per application module.	
184	Allows multiple approval paths based on item to be routed, where applicable.	
185	Allows for the following workflow configuration: <ul style="list-style-type: none"> <li>First approver can complete workflow step for group</li> <li>All approvers needed to complete workflow step for group</li> <li>Ability to set a catchall rule, this rule would be activated if there are no other business rules applicable to the process.</li> </ul>	
186	Provides automated approval notification where applicable.	
187	Provides multiple methods of receiving and acting upon workflow notifications and approvals, including from desktop and mobile platforms.	
188	Allows for a designated user to override particular workflow step.	
Proposers must use one code only per requirement. The following answer key must be used when responding to the requirement. (Y = Yes, Out of Box, N = Not Planned, C = Customization, TP = Third Party Product, please indicate name of Third Party Product the appropriate field in the comments column.)		<b>Response &amp; Explanations</b>
189	Provides functionality to set an alternate approver on a business rule so that workflow is automatically forwarded if not acted upon after a user-defined period of time.	
190	Tracks documents submitted for approval and review with a time/date stamp.	
191	Provides functionality to migrate workflow processes between application environments. For example, workflow processes can be built and tested in a non-production environment, then migrated to a production environment.	
<b>DASHBOARD</b>		
192	Includes a centralized dashboard to access, analyze, and process data across proposed applications.	
193	Includes a comprehensive library of pre-defined content.	

194	Allows existing dashboard content to be customized and new dashboard content can be created through non-technical, point-and-click toolsets.	
195	Displays dashboard data in a variety of formats including tables and charts.	
196	Provides customized dashboard content per role and per user.	
197	Provides a wizard to assist new users in setting up their dashboard for the first time.	
198	Allows for dashboard content to be applied by end user or pushed to users by administrators.	
199	Provides functionality for data surfaced to the dashboard to adhere to user permissions of source application.	
200	Provides integrated help, training, and support materials for dashboard.	
201	Dashboard data includes interactive controls to easily sort and filter data real-time.	
202	Provides a dashboard view of critical system statuses and key performance indicators for the organization. The organization should be able to both personalize the dashboard for each of their users, as well as customize it for their organization's specific metrics of performance.	
203	Dashboard data can be output in a variety of formats including, PDF, Excel, or CSV.	
204	Dashboard data includes links to drill into source application system for detailed information.	
<b>FORMS PROCESSING</b>		
205	Allows users to create configurable forms from a rich library of templates.	
206	Forms output configuration options should include, but not be limited to form layout, logo, background and font colors, addresses, and signatures.	
207	Forms processing should allow for customized output options including print, email, and archiving.	
<b>E-LEARNING TRAINING SOLUTION</b>		
208	Provides courses integrated with client application environment.	
209	Allows searching for classes by subject and to expand modules to see all of the available classes.	
210	Provides prerequisites for new users getting started using system programs.	
211	Allows submitting of a weekly report on classes taken to the manager.	



**Attachment E: CERTIFICATIONS AND ATTESTATIONS**

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to my best knowledge and belief, the bidder identified below has filed all state tax returns and paid all state taxes required by law and has followed state laws related to reporting employee and contractor wages and withholdings, and submitting child support payments.

_____ Signature of Individual or Corporate Officer	_____ Corporate Name
_____ Printed Name and Title	_____ Date

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid 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, government entity, or other organization, entity or group of individuals.

_____ Signature of Individual or Corporate Officer	_____ Corporate Name
_____ Printed Name and Title	_____ Date

## **Attachment F: SAMPLE CONFIDENTIAL INFORMATION COMPLIANCE ADDENDA**

This Confidential Information Compliance Addendum is made by and between \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (“Vendor”) and the Town of Erving with its principal place of business located at 12 East Main Street, Erving, MA 01344 (“Company”) (the “Addendum”). This Addendum supplements and is made a part of the \_\_\_\_\_ Agreement between the parties, dated \_\_\_\_\_ (the “Service Agreement”). This Addendum shall be effective as of \_\_\_\_\_ (the “Effective Date”).

### **Recitals**

Pursuant to the Service Agreement, Vendor provides certain services to Company and, in connection with those services, Vendor receives or has access to confidential information, including personal information that may be subject to protection under state data security laws and other federal laws, rules and regulations, as well as industry standards, pertaining to the secure treatment of personal information about individuals (“Applicable Laws”).

The purpose of this Addendum is to ensure Vendor is properly managing and securing personal information in accordance with Applicable Laws and the requirements in this Addendum.

In consideration of the foregoing, and the mutual promises and covenants contained herein, the parties agree as follows:

### **Agreement**

### **Definitions**

“Personal Information” is any information provided by Company or collected by Vendor in connection with services provided to Company:

- That identifies or can be used to identify, contact, or locate the individual to whom such information pertains, or
- From which identification or contact information of an individual person may be derived.

Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, Social Security number, passport number, other government-issued personal identifiers, financial account number, credit or debit card information, medical information, health insurance information, or a user name or email address, in combination with a password or security question and answer that would permit access to an online account. Additionally, to the extent any other information (such as, but not limited to, a personal profile, unique identifier and/or biometric information) is associated or combined with Personal Information, then such information also will be considered Personal Information.

“Confidential Information” is any information which, if its confidentiality, integrity or availability is compromised can result in significant reputational or financial loss for Company, which may

include, but is not limited to, non-public information about Company's products or services, pre-release marketing materials, financial information, and technical documentations related to Company's products and services. The term "Confidential Information" includes Personal Information.

"Security Incident" is any actual or suspected attempt to access or use Confidential Information, or the systems that house such information, or an attempt to compromise the confidentiality, integrity or availability of such information, by an unauthorized person, whether or not such information was actually accessed, acquired, used or compromised.

### **Applicability and Ownership**

This Addendum applies to Confidential Information (i) received by Vendor from Company or (ii) received or produced by Vendor on behalf of Company. As between the Vendor and Company, the Company shall own all rights and interests in Confidential Information.

### **Confidentiality and Scope of Use of Confidential Information**

**Confidentiality Obligations.** Vendor shall, and shall cause its employees, agents and subcontractors to, hold Confidential Information in strict confidence and protect such information using at least the same care it uses to protect Vendor's own confidential information, which shall be no less than reasonable care. Vendor shall not share or otherwise disclose Confidential Information to any third party without Company's prior written permission.

**Scope of Use of Confidential Information.** Vendor shall not use or disclose Confidential Information for any purpose other than:

- As permitted or required to perform the services set forth in the Service Agreement;
- For the proper management and administration of Vendor; or
- As required by Applicable Laws.

In no event shall Vendor use or disclose Confidential Information in a manner that violates or would violate Applicable Laws if such activity were engaged in by Company.

### **Safeguards to Protect Confidential Information.**

Vendor shall implement and maintain the following:

**Information Security Plan.** Vendor shall implement and maintain a written information security program ("WISP") that contains physical, administrative and technical safeguards necessary to ensure the confidentiality, integrity and availability of Confidential Information, including such physical, administrative and technical safeguards as are necessary to ensure that Confidential Information disclosed between Vendor and Company is not used or disclosed by Vendor, or by any subcontractors, affiliates, agents or business associates of Vendor except as provided in this Addendum. Vendor shall implement and maintain the security requirements set forth in Attachment A, Security Requirements, which is attached and incorporated hereto by reference.

*Protection and Detection.* Vendor’s WISP shall include policies and procedures to detect and protect against all actual or suspected Security Incidents. Vendor shall cooperate with Company’s request to complete any security surveys, assessments or audits. Vendor shall promptly correct any deficiencies in its security program that are detected by Vendor or Company at no cost to Company.

Reporting Security Incidents. Vendor shall report to Company any actual or suspected Security Incident immediately upon Vendor becoming aware of such incident by contacting Company as set forth below. Vendor shall provide all relevant information concerning the Security Incident that it has available at the time, and shall provide Company with an update every ( ) hour(s) until the Company communicates to the Vendor that such communications may stop.

***Report Security Incidents to:***

Company contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Responding to Security Incidents. Vendor shall immediately respond to any actual or suspected Security Incidents, including taking all actions necessary to prevent, contain and mitigate such incident. Vendor shall immediately investigate the Security Incident and report its findings to Company as set forth in Section 4.3 above. Company reserves the right to conduct its own investigation of any Security Incident and Vendor shall fully cooperate with any Company investigation, including allowing access to Vendor’s facilities and systems to Company and its third-party incident responders and insurers. Vendor shall also provide Company with a root cause analysis of the Security Incident, including any liability known of an insider act that may have contributed to the Security Incident. Except to the extent required by law, Vendor shall not disclose nor publicize the Security Incident in any manner to anyone without Company’s prior written consent. Company shall have final say regarding how a Security Incident is investigated and managed. Vendor shall refer requests for information regarding a Security Incident to Company’s contact to allow Company to manage and control customer, consumer, media, regulatory and legal inquiries.

Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect of a use or disclosure of Confidential Information by Vendor in violation of the requirements of this Addendum.

Incident Response Vendors. Vendor shall ensure that all vendors hired to investigate, remediate or otherwise learn of a Security Incident shall sign a confidentiality agreement prior to being retained or informed of such incident. Company reserves the right to request for Vendor to use a different vendor to perform the investigation, remediation or service related to responding to a Security Incident.

**Indemnification**

Vendor shall defend, indemnify, and hold Company, its affiliates, and their respective successors, directors, officers, employees, and agents (each an “Indemnified Party”) harmless from and against all claims, actions, demands, proceedings, damages, costs and liabilities of any kind (“Claims”) arising out of or related to:

- Breach of any representation or warranty contained in Section 15.1 by Vendor or its subcontractors;
- The negligent or willful acts or omissions of Vendor or its subcontractors resulting in any bodily injury or death to any person or loss, disappearance, or damage to tangible or intangible property;
- Vendor’s (or its subcontractor’s) infringement, misuse, or misappropriation of any third-party IP rights;
- Breach of any obligations regarding confidentiality, privacy, data protection and publicity, including but not limited to Claims related to a Security Incident (and costs of investigating, responding to (including breach notification) or defending against Claims related to a Security Incident); and
- Vendor’s (or its subcontractor’s) failure to comply with Applicable Laws or this Addendum.

Vendor shall promptly pay any amounts owed to Company that are due under this indemnification section.

### **Limitations of Liability**

THE LIMITATIONS OF LIABILITY SET FORTH IN THE SERVICE AGREEMENT, IF ANY, DO NOT APPLY TO LIABILITY ARISING FROM:

- VENDOR’S DUTY TO INDEMNIFY COMPANY FOR THIRD PARTY CLAIMS UNDER THIS ADDENDUM,
- VENDOR’S BREACH OF ITS CONFIDENTIALITY, PRIVACY, DATA PROTECTION AND PUBLICITY OBLIGATIONS UNDER THIS ADDENDUM,
- VENDOR’S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS, OR
- FRAUD.

### **Use of Subcontractors**

To the extent Vendor uses one or more subcontractors or agents to perform its obligations under the Service Agreement, and such subcontractors or agents receive or have access to Confidential Information, Vendor shall ensure that each such subcontractor complies with (a) the subcontractor requirements noted below, and (b) substantially the same provisions and conditions related to the protection and confidentiality of Confidential Information as those that apply to Vendor under this Addendum. Subcontractors that meet the requirements in (a) and (b) shall be deemed (“Qualified Subcontractors”). Vendor shall only use Qualified Subcontractors to perform services that use or have access to Confidential Information.

Background Checks. Vendor shall require background checks of, and non-disclosure agreements by, the Vendor's employees and subcontractors (including volunteers and interns) with access to Confidential Information. Vendor shall provide Company a copy of its non-disclosure agreement template and background check matrix, by level of exposure to Company's information.

Personnel Certification. An officer of Vendor shall certify that all employees and subcontractors managing or accessing Company's information are in compliance with all requirements in this Addendum, including Vendor's onboarding program.

### **Access to Personal Information**

Vendor shall retrieve a document, item of media, or record set as needed to allow Company to respond to a request from an individual to update, alter or modify their Personal Information record set. The parties agree to work together to develop a process to retrieve information related to such requests.

### **Amendment of Personal Information**

Vendor agrees that if an amendment to Personal Information in a database, designated record set, or other format is required, then Company shall instruct Vendor to retrieve the document, item of media identified by Company, or designated record set so that Company may make any such amendment to the Personal Information as may be required by Company or an individual.

### **Insurance**

Vendor shall maintain appropriate insurance to cover both its own data breach response costs and liabilities, and any obligations of or on behalf of Company that Vendor assumes under this Addendum. Vendor agrees to waive its right of subrogation in its insurance policies.

### **Right to Audit**

Vendor shall make its policies, practices, books, records, systems and facilities related to Confidential Information, and the requirements and obligations set forth in this Addendum, available to Company and its regulators, and their respective auditors, for the purpose of determining Vendor's compliance with Applicable Laws and this Addendum. Vendor shall ensure such audit right extends to subcontractors who have access to Confidential Information. If it is determined that Vendor is in violation of Applicable Laws or this Addendum, Vendor shall promptly remedy any such violation to the extent applicable to Vendor and shall immediately certify the same in writing to Company.

### **Term, Termination and Transition**

Term. This Addendum is effective as of the Effective Date set forth above and shall terminate when all of the Confidential Information provided by Company to Vendor or received by Vendor on behalf of Company is securely destroyed or returned to Company pursuant to section 13.

Termination upon Breach or Security Incident. In the event Vendor breaches a material provision of this Addendum or there is a Security Incident, the parties shall:

- If cure of the Security Incident is possible, Vendor shall provide Company with notice of such incident and the Vendor shall have thirty (30) days to cure such breach.
- If cure of the Security Incident is not possible, Company may terminate this Addendum and/or the Service Agreement, or any portion thereof, upon notice to Vendor with termination effective as of the date Company gives written notice of termination to Vendor.

Transition Assistance. Upon expiration or earlier termination of the Service Agreement or this Addendum for any reason, Vendor shall fully cooperate with Company's request to transition the services and all Company information to Company or a third party designated by Company. Such transition assistance shall include Vendor providing specifications, documentation, information and other assistance necessary to enable Company or its third-party vendor to provide the services. The parties shall promptly and mutually agree on fees for transition services, if any.

### **Protection of Confidential Information after Expiration or Termination**

Upon expiration or earlier termination of the Service Agreement or this Addendum for any reason, Vendor shall return to Company, or, at Company's direction, securely destroy, all Confidential Information in any form, recorded on any medium, or stored in any storage system, as follows: (a) burn, pulverize or shred physical assets containing Confidential Information so that such information cannot be read or reconstructed, and (b) destroy or erase digital assets containing Confidential Information so that the information cannot be read or reconstructed. Unless Vendor communicates in writing that it determined that return or destruction of the Confidential Information is not feasible, a senior officer of Vendor shall certify in writing to Company, within thirty (30) days after the termination or earlier expiration of the Service Agreement, that all Confidential Information has been returned or destroyed (as the case may be) and that Vendor no longer retains any such information in any form.

### **Dispute Resolution**

All issues that arise under this Addendum will be directed to and promptly addressed by Vendor's and Company's respective chief administrative officers.

### **Representations and Warranties; Certification.**

Representations and Warranties. Vendor represents and warrants:

- It has full rights and authority to enter into and perform according to this Addendum;
- Its performance will not violate any agreement or obligation between Vendor and any third party;
- It, and the products and services it provides to Company, each comply with all Applicable Laws;
- It has audited its practices to ensure it has implemented all of the safeguards required under this Addendum and as may be required for Vendor to comply with Company's information governance requirements, including security policies;

- It has administered privacy and confidentiality training to all of its employees and subcontractors before they are permitted to access to Confidential Information;
- It has not had a Security Incident affecting Confidential Information; and
- There have been no adverse material changes to Vendor’s IT systems and its certifications (for example, SSAE-16, SysTrust, PCI DSS) are still valid and accurate.

**Certification.** On each anniversary of the Effective Date, an officer of the Vendor shall certify that the representations and warranties set forth in Section 15.1 are true and accurate.

**Amendments**

The parties agree to promptly negotiate in good faith any amendment to this Addendum that may be required from time to time as is necessary for Company to comply with the requirements of Applicable Laws. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Company to Vendor, then the Company shall have the right to terminate the Service Agreement and this Addendum.

**Effect on Service Agreement**

The purpose of this Addendum is to ensure compliance with Applicable Laws and Company’s agreements with its clients. This Addendum is not intended to, nor shall it be construed to, reduce or diminish any of Vendor’s obligations under the underlying Service Agreement. Accordingly, except as specifically required to implement the purposes of this Addendum, and except as to the extent inconsistent with this Addendum, all other terms of the Service Agreement shall remain in full force and effect and shall not be diminished or reduced hereby.

**Construction**

This Addendum shall be construed as broadly as necessary to implement and comply with laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first set forth above.

Vendor: _____	Company: <b>Town of Erving</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



## Attachment A: Security Requirements

Vendor shall implement the requirements set forth below. Capitalized terms not defined herein shall have the meanings ascribed in the Addendum.

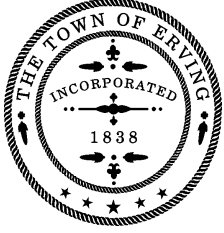
- Before Vendor may collect, use, distribute, access, or store Confidential Information, it must:
  - Have a signed contract defining the scope of work to be performed and referencing the Compliance Addendum, and
  - Assign responsibility for compliance with Company's security requirements to a designated person, and notify Company if the point of contact changes.
- Vendor must perform annual employee privacy and security training, including agents and subcontractors, and confirm their understanding of, and agreement to, comply with training.
- Vendor must limit access to Company Confidential Information to its personnel with a business need for such access.
- Vendor must deactivate network and all other support accounts for anyone no longer working on Company programs within 24 hours of user leaving the program and within 2 hours for non-voluntary dismissal.
- Vendor must make conspicuous privacy notices available to individuals when collecting Personal Information from them to help them decide whether to submit their Personal Information to Vendor.
- Vendor must obtain and document an individual's consent prior to or at the time of collecting an individual's Personal Information.
- Vendor must:
  - Confirm contact preferences in writing or electronically,
  - Document and manage contact preferences and implement and manage changes to those preferences,
  - Notify individuals of proposed new use for Personal Information, and obtain and document consent for new uses of such information, and
  - Ensure that if no consent was given, the Personal Information is not used.
- Vendor must monitor the collection of Personal Information to ensure only information is collected that is required to perform the services procured by Company.

- If Vendor procures Personal Information from third parties on behalf of Company, Vendor must validate that the third-party data protection policies and practices are consistent with Vendor's contractual requirements.
- Before collecting sensitive Personal Information (such as an individual's race, ethnic origin, political opinions, trade union membership, physical or mental health, or sexual life), Vendor must have a signed agreement with Company documenting the necessity for collecting such information.
- Vendor must ensure that Confidential Information in its care or custody:
  - Is used solely to provide the services procured by Company,
  - Is retained for no longer than necessary to provide the services, unless continued retention of such information is required by Applicable Law, and
  - Is returned to Company or securely destroyed upon completion of services or upon request from Company.
- If an individual requests access to their Personal Information, Vendor must:
  - Communicate to the individual the steps that person must take to gain access to their Personal Information,
  - Authenticate the identity of the individual requesting access to their Personal Information, and
  - Refrain from using government-issued identifiers (for example, Social Security numbers) for authentication, unless no other option is reasonably available.
- After an individual has been authenticated, Vendor must:
  - Determine whether it holds or controls Personal Information about that individual,
  - Make a reasonable effort to locate such Personal Information requested and keep sufficient records to demonstrate that a reasonable search was made,
  - Record the date and time of requests for access and Vendor's actions taken in response to such requests, and
  - Provide records of access requests to Company upon request.
- After an individual has been authenticated and Vendor has validated that they have the Personal Information requested, Vendor must:
  - Provide the individual their Personal Information in an appropriate printed, electronic, or verbal format, and
  - If their access request is denied, provide the individual with a written explanation that is consistent with any relevant instructions previously provided by Company.

- Vendor must take reasonable precautions to ensure that Personal Information released to an individual cannot be used to identify another person.
- If an individual and Vendor disagree about whether Personal Information is complete and accurate, Vendor must escalate the issue to Company and cooperate with Company to resolve the issue.
- If Vendor intends to use a subcontractor to help collect, access, use, distribute or store Confidential Information, Vendor must:
  - Obtain the express written consent of Company prior to subcontracting services,
  - Document the nature and extent of Confidential Information disclosed or transferred to subcontractors,
  - Ensure subcontractors use Personal Information according to an individual's stated contact preferences,
  - Limit the subcontractor's use of Confidential Information to those purposes necessary to fulfill the Vendor's contract with Company,
  - Promptly notify Company of any court order compelling the disclosure of Confidential Information by the subcontractor and, as permitted by law, provide Company the opportunity to intervene before filing any response to the order or notice,
  - Review complaints for indications of any unauthorized use or disclosure of Confidential Information,
  - Notify Company as set forth in Section 4.3 of the Addendum upon learning that a subcontractor has used or disclosed Confidential Information for any purpose other than providing Company-related services to Company or its suppliers, and
  - Promptly take actions to mitigate any actual or potential harm caused by a subcontractor's unauthorized use or disclosure of Confidential Information.
- Before accepting any Personal Information from a third party, Vendor must:
  - Verify that the third party's data collection practices are consistent with these security requirements, and
  - Confirm it only collects the Personal Information from third parties that is required to perform the services procured by Company.
- Vendor must have Company's prior written permission before providing Confidential Information to a third party.
- Vendor must ensure that all Personal Information is accurate, complete, and relevant for the stated purposes for which it was collected or used.
- Vendor shall:

- Conduct an annual compliance review to confirm its compliance with these Security Requirements,
  - Inform Company immediately as set forth in Section 4.3 of the Addendum upon learning of any suspected or known Security Incident,
  - Strictly follow the requirements set forth in Sections 4.3 – 4.6 of the Addendum, and
  - Implement a remediation plan and monitor the resolution of breaches and vulnerabilities related to Confidential Information to ensure that appropriate corrective action is taken on a timely basis.
- Vendor shall:
    - Establish a formal process to respond to data protection complaints involving Personal Information,
      - Notify Company of any complaints related to Personal Information,
      - Record and respond to all data protection complaints related to Personal Information in a timely manner unless given specific instructions by Company, and
      - Upon request, provide Company with documentation of resolved and unresolved complaints.
- Vendor must establish, implement, and maintain a written information security program (“WISP”) that includes policies and procedures to protect Confidential Information. Vendor’s WISP must include the following requirements:
    - Conduct annual or more frequent risk assessments,
    - Conduct internal and external network vulnerability scans at least quarterly and after significant changes in the network (for example, installing new system components, firewall rule changes, product upgrades, etc.),
    - Take appropriate steps to prevent unauthorized access to Confidential Information,
    - Implement procedures to restrict access to Confidential Information to employees who have a need to know such information,
    - Assign responsibility and accountability for security,
    - Implement system software upgrades and patches within a reasonable timeframe based on risk,
    - Install antivirus and antimalware protection software for all equipment connected to the network, and update definitions daily,
    - Test and evaluate system components before implementation,
    - Develop and implement procedures to detect actual and attempted attacks or intrusions into systems and to proactively test security procedures (for example, penetration testing),
    - Develop process for handling exceptions and situations not specifically addressed in the WISP, and
    - Develop and implement business continuity and disaster recovery plans and related testing.

- Vendor must authenticate the identity of an individual before granting that individual access to Confidential Information.
- When the destruction of Confidential Information is necessary, Vendor shall destroy such information as set forth in Section 13 of the Addendum.
- Vendor shall:
  - Employ current industry standard encryption for Confidential Information (including Personal Information) in transit and for sender/receiver authentication.
  - Employ industry recognized encryption on any portable devices, including but not limited to, laptops, USB drives, mobile phones, backup devices or media on which Confidential Information is stored.
  - Adhere to the PCI Data Security Standards when handling credit cards.
- Vendor must ensure that backup and disaster-recovery planning processes protect Confidential Information from unauthorized use, access, disclosure, alteration, and destruction.
- Vendor shall:
  - Regularly test the effectiveness of the key safeguards protecting Confidential Information,
  - Periodically undertake independent audits of security controls,
  - Make the results of these audits available to Company on request,
  - Document and test disaster recovery and contingency plans at least annually to ensure their viability,
  - Periodically undertake threat and vulnerability testing, including security penetration reviews, and anonymize all Personal Information used in a development or test environment



# TOWN OF ERVING

## SELECT BOARD

12 East Main Street  
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
Select Board

Bryan Smith  
Town Administrator

March 03, 2023

To: Select Board  
From: Bryan Smith, Town Administrator  
CC: Glenn McCrory, Highway Superintendent  
Mariah Kurtz, Town Planner

RE: Weston & Sampson Regarding Complete Streets for Bridge Street & Maple Avenue

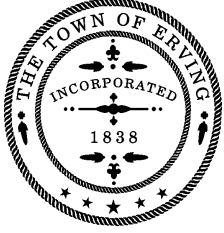
I have followed up with our engineer for the Bridge Street & Maple Avenue project. I have asked for the Town's Complete Streets Policy to be reviewed in the context of these projects and to discuss next steps. The initial response is as follows:

*I think it depends on to what extent of the Town's policy you want to go. For Bridge Street, from the bridge to the entrance of the POTW you have no real opportunity to make pedestrian improvements or even widen the road due to topographic constraints : slope up to the west adjacent to the road and wall/drop-off to the east. You could potentially add a wall along the length of the western edge if the right-of-way (nothing readily found on the Registry) and budget increase would allow. I would need to do a bit of topographic survey further off the road along the western length of Bridge Street for that. Very rough guess of a wall cost along the west wide for planning purposes would be \$240K, assuming an average 4' (estimate for sure) wall height, 550 feet of wall and a fall protection fence.*

*You could provide a sidewalk along the wall from the entrance to the intersection with Rt 2 without any problems as part of the wall project but that would require a mid-block crossing to any proposed or future west side improvements at the driveway in a location with a fairly poor sight line.*

*For Maple, if you wanted to widen the road or add sidewalk I would need to do field survey from RT 2 to the limits of the field survey already scoped for the salt shed. There might also be right-of-of-way constraints that could limit the improvements. Registry of deeds mapping I just looked at shows the ROW at 33' (16.5' at the salt shed entrance). Adding sidewalk would add curb to one edge in a fairly flat area, not much grade change east to west, and could prevent water from doing what it does now, either shedding off the road or shedding to the road from the properties. Also limited existing formal storm drainage which would complicate any improvements.*

*I can generate a cost for any additional field work and then subsequent new design work for whatever scenario you think is in line with the policy.*



# TOWN OF ERVING

## SELECT BOARD

12 East Main Street  
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800

Fax 413-422-2808

Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

February 24, 2023

To: Select Board  
CC: Glenn McCrory, Highway Superintendent

From: Bryan Smith, Town Administrator

RE: Bridge Street & Maple Avenue Engineering

In June of 2022, the Board engaged Weston & Sampson for engineering services to plan for the replacement of the existing stacked stone retaining wall on Bridge Street at the Farley Wastewater Treatment Plant (POTW3). The project included the necessary reconstruction of Bridge Street and stormwater management that is required. The Town has been working with Weston & Sampson ever since. The signed scope of work covers the tasks of base mapping, geotechnical, preliminary design and cost estimation, public participation, hydrology, permitting, final design, bidding, and construction administration.

In the fall of 2022 MassDOT confirmed that the design process for the Route 2 improvements in Farley would begin again and a road safety audit was held in October 2022. In consultation with MassDOT and their engineering firm, there was discussion about trying to elevate Bridge Street to match the grade of Route 2 and to provide enough of a plateau for a vehicle at the intersection the opportunity to safely turn on to Route 2. This request has been discussed with Weston & Sampson and it would make sense to address this issue while the wall is being reconstructed. Attached you will find a proposal from Weston & Sampson to amend their initial scope of work for the project. Scope item #1 addresses this additional engineering work.

While conducting this work in the area and considering pending capital improvement requests, it may be efficient to incorporate some additional scope of work into the project that could be done by the same contractor. These additional engineering scopes could include:

- The milling and repaving of POTW3 (scope item #2)
- Mill and paving of Maple Avenue (scope item #3)
- Replacement of the Maple Avenue Fire Pond (scope item #4)
- Rehabilitation of the paved area at the Maple Avenue landfill & salt shed (scope item #5)

For capital projects, the Capital Planning Committee has recommended the additional funding to address the adjustment to the Bridge Street wall, the repaving of Maple Avenue, and the repaving of POTW#3. The planning for future capital projects would include the replacement of the fire pond and the repaving of the salt shed and landfill.

**Recommended vote language:**

A motion to engage Weston & Sampson for additional engineering services, item (s) \_\_\_\_\_, for Bridge Street & Maple Avenue, in the amount of \$\_\_\_\_\_, and to authorize Bryan Smith, Town Administrator, to execute all necessary agreements.



December 12, 2022

Bryan Smith  
Town Administrator  
12 East Main Street  
Erving, MA 01344

RE: **Proposal for Additional Engineering Services – Bridge Street and Maple Avenue**

Mr. Smith:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is excited about the opportunity to provide additional assistance and services to the Town of Erving associated with the Bridge Street Wall Replacement project.

### **SCOPE OF SERVICES**

Below, we describe the services that Weston & Sampson will provide for each additional scope item.

#### **Scope Item 1: Additional Services to The Bridge Street Wall Replacement Project**

The following tasks are included in Scope Item 1:

- Investigate and improve to the extent possible the intersection of Bridge Street at Route 2.
- Revise the vertical profile to provide an approximate 30-foot long landing area for vehicles at the intersection.
- Revise intersection alignment if feasible.
- Realign the vertical profile of Church Street as required to match intersection changes.
- Update wall design/height as required. Update Geotechnical Report.
- Remove proposed improvements from POTW #3 to the bridge.
- Update Contract Documents.
- *No additional field survey work or resource area delineation is required.*
- *Bidding and Construction Administration will be included as part of the existing contract.*

#### **Scope Item 2: POTW #3 Paving**

The following tasks are included in Scope Item 2:

- Delineate and field locate resource areas as required. Update Wetlands Report and existing Permits.
- Depict milling and overlay limits of the POTW #3 paved areas.
- Extend pavement limits to include the tank manhole access covers near the final building.
- Update Contract Documents and include Scope Item #2 as a separate bidding schedule due to funding source.
- *Bidding and Construction Administration will be included as part of the existing contract.*

#### **Scope Item 3: Maple Avenue Mill and Overlay**

The following tasks are included in Scope Item 3:

- Depict milling and overlay limits of Maple Avenue on aerial mapping available from MassGIS.
- Perform visual inspection of structure grades and require adjustments, if necessary, maintain roadway grades and slopes.
- Update Contract Documents.
- Provide Construction Administration services.

- *No additional resource area delineation is anticipated to be required.*
- *Bidding will be included as part of the existing contract.*

#### Scope Item 4: Maple Avenue Fire Pond Replacement

The following tasks are included in Scope Item 4:

- Delineate and field locate resource areas within 200 feet of the site as required.

#### Scope Item 5: Maple Avenue Salt Shed Pavement Rehabilitation

The following tasks are included in Scope Item 5:

- Perform field planimetric and topographic survey of the Salt Shed area.
- Delineate and field locate resource areas as required. Update Wetlands Report and Permits.
- Provide design of reconstruction and/or milling and overlay of paved area, including entrance to the salt shed.
- Consider typical vehicle turning radii and future plans at the site.
- Update Contract Documents.
- Submit a Request for Determination of Applicability and attend one meeting with the Conservation Commission.
- Provide Construction Administration services.
- *Bidding will be included as part of the existing contract.*

#### FEE

Task	Lump Sum Fee
Scope Item 1 Bridge Street Wall Improvements Updates	\$10,700
Scope Item 2 POTW #3 Paving	\$5,300
Scope Item 3 Maple Avenue Mill and Overlay	\$5,100
Scope Item 4 Maple Avenue Fire Pond	\$900
Scope Item 5 Maple Avenue Salt Shed Area	\$7,900
<b>Total</b>	<b>\$29,900</b>

We would be happy to meet with you to discuss our approach to your project and how we can best address your needs. Please feel free to contact us at (860) 513-1473, and speak to me (ext. 3010), or Bill Storti (ext. 3003), if you have any questions. You may also contact us via email at [WSE.CTO@wseinc.com](mailto:WSE.CTO@wseinc.com).

If you are in agreement with the Scope of Work and Fee and the General terms and Conditions (attached) please sign below and sign the General Terms and Conditions and return to Bill Storti or me.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Christopher B. Wester, PE  
Vice President / Regional Manager

Approved by:

\_\_\_\_\_  
OWNER Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

## WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated December 12, 2022 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if

such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
  - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
  - b. Through its officials and other employees who have knowledge of pertinent conditions, confer

with WESTON & SAMPSON regarding both general and special considerations relating to the Project.

- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.

8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON'S independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON'S independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON'S independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.



16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force

majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

\_\_\_\_\_  
OWNER Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title

<b>Position Title:</b>	Animal Control Officer	<b>Compensation Schedule:</b>	Police Personnel
<b>Department</b>	Animal Control	<b>Level:</b>	P1
<b>Reports to:</b>	Chief of Police	<b>FLSA Exempt:</b>	No
<b>SB Approved:</b>		<b>Essential:</b>	Yes

**Statement of Duties:** The Animal Control Officer (ACO) is responsible for enforcement of state and local laws and regulations related to animal control for the Town of Erving. The ACO oversees the care and control of domestic animals, and in some instances wildlife. ACO is required to perform all similar or related duties as directed.

**Supervision Required:** The ACO works under the general direction of the Chief of Police, and also reports to the Select Board. Working from municipal policies and objectives the ACO establishes short-range plans and objectives and performance standards. The ACO is directly accountable for department results. The ACO consults with supervisor when clarification, interpretation, or exception to municipal policy may be required. The ACO is responsible for goals, objectives, and budgets. The ACO is also expected to attempt to resolve conflicts which arise and coordinate with others as necessary.

**Confidentiality:** The ACO has access to confidential information.

**Judgment:** The work requires the position to examine, analyze and evaluate facts and circumstances surrounding individual problems, situations or transactions. The position determines actions to be taken within the limits of standard or accepted practices. The position weighs efficiency and relative priorities in conjunction with procedural concerns in decision making. The position requires understanding, interpreting and applying state and local regulations.

**Work Environment:** Work requires some agility and physical strength. The ACO is required to work beyond normal business hours in response to emergency situations on a 24/7 basis.

**Nature and Purpose of Relationships:** Good relationships are critical with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences. Skillful negotiating and achieving compromise are required to secure support, concurrence and acceptance or compliance. The ACO will also encounter a person who may be under severe stress, where a high degree of persuasion may be required to obtain the desired effect.

**Complexity:** The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact-finding techniques; or determining the methods to accomplish the work.



**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Patrols the roads and ways of the Town of Erving to catch stray dogs. Returns stray dogs to their owners (if known) or impounds the animal until claimed by the owner. Issues appropriate citations and fines for violations of state and local laws or regulations related to the care and control of animals. Prepares and files complaints with the district court for unpaid citations.
2. Investigates complaints from the public regarding dog bite incidents, dangerous dogs, aggressive dogs, loose dogs, cruelty to and/or neglect of animals, and nuisance or barking dogs. The ACO responds to each complaint according to the merit of the situation.
3. Responds to injured domestic animal reports, transporting the animal to the appropriate veterinary facility and locating the owner of the injured animal when possible.
4. Responds, when needed, to reports of injured wildlife and transports, when needed, sick or injured wildlife to an appropriate wildlife facility.
5. Responds to reports of domestic or wild animals in distress/trapped in unusual places and rescues the animal, returning the animal to the owner, releasing back to the wild, or transporting the animal for further care.
6. Captures and controls livestock and exotic animals that have escaped their property.
7. Assists other agencies (police, fire, and rescue) in rescuing, removing, and/or controlling animals involved in emergency situations such as human medical emergencies, fires, accidents, and warrant searches.
8. Prepares and presents dangerous or nuisance dog hearings for the Select Board. Recommends solutions and sanctions for violations. Monitors and enforces the Town's orders.
9. Enforces the state and local dog licensing law, contacting unlicensed dog owners and issuing fines when appropriate.
10. Creates emergency response plans for pet owners coordinates with other authorities on evacuation centers and pet friendly shelters. Informs the public about emergency planning for pets in Erving.
11. Responds to calls from residents.
12. Educates the public on responsible pet ownership and the laws regarding animals in Erving;

educates children and parents about animal safety.

13. Maintains and updates records, database, and files of information for the department; to include accurate training records and mandatory filings with all State agencies.
14. Responds to mutual aid calls as approved by the Chief of Police, or per mutual aid agreements with neighboring communities that the Town may enter into.
15. Must be required to attend any related court proceedings and/or attend meetings of the Select Board.

### **Minimum Qualifications**

**Education and Experience:** Position requires a high school diploma or equivalent, and at least one to three (1-3) years of work experience, preferably in animal care and control; an equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job may be considered.

**Special Requirements:** The ACO must obtain state certification (within one year of appointment), certification and training for disaster response, Firearms Identification Card (FID) within a one (1) year of appointment and have a valid Massachusetts driver's license.

### **Knowledge, Abilities and Skill:**

**Knowledge:** Thorough knowledge of state and local laws pertaining to animal control, animal husbandry practices and procedures, animal first aid; working knowledge of the geographical layout of the town.

**Abilities:** Ability to interact effectively and appropriately with the public and other personnel, create accurate and detailed reports of findings, deal with disgruntled residents, and maintain confidential information. Ability to capture and/or restrain animals in a safe and effective manner. Ability to work independently.

**Skills:** Care and control of animals, making observations and recording information. Proficient oral and written communication skills.

### **Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

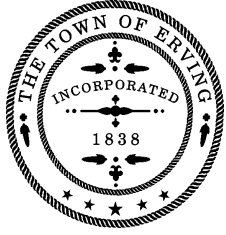
**Physical Skills:** Work requires some agility and physical strength, such as moving over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting, pushing or carrying heavy objects such as animals for long distances. Must be able to lift or move dogs of at least 100 lbs. The ACO will need to stretch and reach in order to retrieve materials. The

assigned work may require extended physical effort over a significant portion of the workday and under adverse weather conditions.

**Motor Skills:** Position requires minimal motor skills for activities such as: operating a vehicle, personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a motor vehicle. Must be able to use department provided equipment such as leashes, muzzles, cages, fire arm

**Visual Skills:** Position requires the employee to routinely read and interpret documents.

DRAFT



# TOWN OF ERVING

## SELECT BOARD

12 East Main Street  
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800  
Fax 413-422-2808  
Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

March 03, 2023

To: Select Board  
From: Bryan Smith, Town Administrator  
CC: Elizabeth Sicard, Administrative Assistant

RE: Senior Housing Committee

The Town's Senior Housing Committee is a seven (7) member committee with three (3) vacancies currently. The Senior Housing Committee members are appointed annually with terms ending on June 30<sup>th</sup>. Letters of interest have been received from five residents that include Leslie Brown, Morning Star Chenven, George Moonlight Davis, Jean Galbraith, and Michael Shaffer. Attached, please find the letters of interest for your review.

The Senior Housing Committee has reviewed the letters of interest and has recommended the appointment of Leslie Brown, Jean Galbraith, and George Moonlight Davis.

### **Recommended Vote Language**

A motion to appoint \_\_\_\_\_ as a member of the Senior Housing Committee, with a term ending June 30, 2023.

**From:** [Morning Star Chenven](#)  
**To:** [Bryan Smith](#)  
**Cc:** [Mariah Kurtz](#)  
**Subject:** Senior Housing Committee  
**Date:** Friday, January 13, 2023 3:22:33 PM

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Hello Erving Selectboard,

We, Morning Star Chenven and Moonlight Davis are interested in becoming members of the Senior housing committee. We're interested in how Erving can provide needed housing for the community, both senior and of other generations. Moonlight has been a member of the Planning Board and Morning Star is currently on the Conservation Commission.

We look forward to hearing ideas on this subject and sharing some of our thoughts.

Thank you for considering us for this committee.

Moonlight and Morning Star

**Notice:**

When writing or responding, please remember that the Massachusetts Secretary of State has determined that email is a public record and subject to the Public Records Law, M.G.L. c. 66, and further covered by Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521.

This communication may contain privileged or other confidential information. If you are not the intended recipient or believe that you have received the communication in error, you are strictly prohibited from printing, copying, distributing, disseminating, or otherwise using this communication. Please discard this e-mail and any attachments, and notify the sender immediately.

**From:** [Leslie Brown](#)  
**To:** [Bryan Smith](#)  
**Cc:** [Mariah Kurtz](#)  
**Subject:** [EXTERNAL]Re Senior Housing Committee  
**Date:** Thursday, February 2, 2023 11:09:05 AM

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CAUTION: This email originated from outside of the Town of Erving. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please contact the Erving IT Department

Good morning Bryan,

I'm writing you to express my interest in being appointed by the Selectboard to the Senior Housing Committee.

I think it would also be idea to submit a disclosure as I currently serve as a Commissioner on the Franklin County Regional Housing Authority (HRA) and represent the HRA on the Rural Development, Inc. (RDI) board. RDI has expressed interest in developing housing in Erving and although there were be no financial interest for me I want to make certain that I am transparent about my role with the agency and a potential developer.

Thank you,

Leslie Brown

To:

Erving Select Board

From:

Mike Shaffer

2-3-23

Subject: Senior Housing Committee

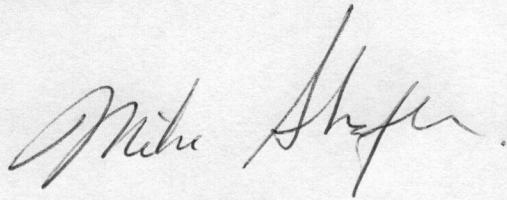
I would like to be considered for senior housing committee. I am an advocate for affordable housing including senior. Currently on the Franklin County Planning Executive committee. Also former Erving Planning Board member 12 years and Chairmen two years. Helped with formulating Master Plan and served term as Conservation Committee member.

Sincerely

Mike Shaffer

413-427-9310

Qecshaffer@AOL.COM

A handwritten signature in cursive script that reads "Mike Shaffer". The signature is written in dark ink and is positioned below the typed name and contact information.

**From:** [Mariah Kurtz](#)  
**To:** [Bryan Smith](#)  
**Subject:** Fw: [EXTERNAL]affordable senior housing committee  
**Date:** Thursday, February 23, 2023 2:40:25 PM

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Mariah Kurtz (she/her)  
Town Planner

**Town of Erving**

12 East Main Street

Erving, Massachusetts 01344

Phone: (413) 422-2800 ext. 1108 | Online: [www.Erving-Ma.gov](http://www.Erving-Ma.gov) | Facebook: [Town of Erving](#)

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**From:** Jean Galbraith <jgalbraith56@gmail.com>  
**Sent:** Thursday, February 23, 2023 2:38 PM  
**To:** Mariah Kurtz <mariah.kurtz@erving-ma.gov>  
**Subject:** [EXTERNAL]affordable senior housing committee

**CAUTION:** This email originated from outside of the Town of Erving. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please contact the Erving IT Department

To Whom it May Concern:

This letter is to advise the town that I would be interested in serving on the Affordable Senior Housing Committee. I am retired from Erving Elementary School, where I worked as a paraprofessional teacher's aide for 17 years.

I served on the Cultural Council in Erving for 3 years and was the secretary for a year. In 1989 I served on Amherst's Public Art Commission and was the secretary.

I am a senior here in town at 22 Lillian's Way (condos). Although I love my condo, I am very interested in living in affordable senior housing in the future. For that reason, I have a vested interest in the successful fruition of the town's senior housing project.

Thank-you,  
Jean L. Galbraith  
413-423-3575

**Notice:**

When writing or responding, please remember that the Massachusetts Secretary of State has determined



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### Surplus Property Disposition Request

Department/Board/Committee <u>POLICE</u>	Request Date: <u>2/16/23</u>
Item(s) to be disposed of: <u>Printer</u>	
Estimated Value of Item: <u>UNKNOWN</u> <del>0.00</del>	
Description of Item: See attached fixed asset sheet with item descriptions; including make, model, and serial #	
Reason for Request: <u>HP DESKTOP PRINTER, make Hewlett Packard</u> Product NO. <u>Q5987A</u> serial NO. <u>CNTB370780</u>	
Recommended Disposition: <u>SCRAP OR DONATION</u>	

**Department Head Signature** **Date** 2/16/23

#### Select Board Review

<b>Board Decision:</b>	Approved <input type="checkbox"/> Denied <input type="checkbox"/>
<b>Board Comments:</b>	
<b>Select Board Signatory</b>	<b>Date</b>

#### Chief Procurement Officer

<b>Method of Disposition:</b>	<u>Under \$10,000</u>	<u>\$10,000 or More</u>
	<input type="checkbox"/> Advertise Newspaper	<input type="checkbox"/> Sealed Bids
	<input type="checkbox"/> Advertise on Website	<input type="checkbox"/> Public Auction
	<input type="checkbox"/> Seek Bids	<input type="checkbox"/> Advertise on Website
	<input type="checkbox"/> Scrap Value	<input type="checkbox"/> Governmental/ Charitable Entity
Date(s) advertised: _____	Other info: _____	
Sold to: _____	\$ Sold for: _____	
Date disposed of: _____	Receipt attached: _____	
<b>Chief Procurement Officer Signature</b>	<b>Date</b>	



HP Color LaserJet 3600n



### Surplus Property Disposition Request

Department/Board/Committee <u>POLICE</u>	Request Date: <u>2/16/23</u>
Item(s) to be disposed of: <u>VISON COMPUTER MONITOR</u>	
Estimated Value of Item: <u>5 DOLLAR - SCRAP VALUE</u> <u>0 DOLLARS</u>	
Description of Item: See attached fixed asset sheet with item descriptions; including make, model, and serial #	
Reason for Request: <u>JUNK VISON COMPUTER MONITOR</u> <u>MODEL: E ZXISF, Serial no. AAX4302BD1723</u>	
Recommended Disposition: <u>NO RECOMMENDATION</u>	

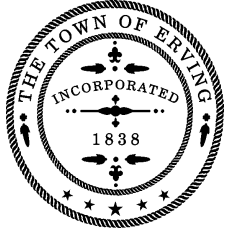
Department Head Signature Rho Tal Date 2/16/23

#### Select Board Review

Board Decision:	Approved <input type="checkbox"/> Denied <input type="checkbox"/>
Board Comments:	
Select Board Signatory	Date

#### Chief Procurement Officer

<b>Method of Disposition:</b>	<b>Under \$10,000</b>	<b>\$10,000 or More</b>
	<input type="checkbox"/> Advertise Newspaper	<input type="checkbox"/> Sealed Bids
	<input type="checkbox"/> Advertise on Website	<input type="checkbox"/> Public Auction
	<input type="checkbox"/> Seek Bids	<input type="checkbox"/> Advertise on Website
	<input type="checkbox"/> Scrap Value	<input type="checkbox"/> Governmental/ Charitable Entity
Date(s) advertised: _____	Other info: _____	
Sold to: _____	\$ Sold for: _____	
Date disposed of: _____	Receipt attached: _____	
Chief Procurement Officer Signature	Date	



# TOWN OF ERVING

## SELECT BOARD

12 East Main Street  
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800  
Fax 413-422-2808  
Email: [administrator@erving-ma.gov](mailto:administrator@erving-ma.gov)

Jacob A. Smith, Chair  
Scott Bastarache  
William A. Bembury  
*Select Board*

Bryan Smith  
*Town Administrator*

March 03, 2023

To: Select Board  
From: Bryan Smith, Town Administrator

CC: Robert L. Holst, Chief of Police

RE: Request to Establish a Gift Fund for the Police Department Canine Officer Program

The Police Department is seeking approval from the Select Board to establish a gift fund for the care, handling, training, and equipment related to the operation of the canine officer program. Interest has been expressed by individuals in making gifts towards the program and the fund would provide the Town and the Department with the appropriate fund type to receive such contributions.

**Recommended Vote Language:**

A motion to establish a gift fund for the Police Department Canine Officer Program, for use by the Police Department, to receive donations and gifts to expend on the ongoing care, training, handling and equipment related to the operation of the Canine Officer Program.