



REQUEST FOR PROPOSALS

for

Compliance with MGL Chapter 40A Section 3A

As-of-Right Multi-family Zoning in Compliance with MBTA Communities

Posted Date: August 15, 2023

Questions Due: August 28, 2023

Responses Due: September 15, 2023

Issued By

Rene Read
Town Manager
878 Tremont Street
Duxbury, MA 02332
781-934-1100 x.5400

RFP Contact

Christopher Ryan, AICP
Director of Planning
878 Tremont Street
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(Legal Ad)

TOWN OF DUXBURY REQUEST FOR PROPOSALS
Compliance with MGL Chapter 40A Section 3A
(Multi-family zoning as-of-right in MBTA communities)

The Town of Duxbury, Massachusetts, through its Chief Procurement Officer, is seeking **Proposals** for services related to the Town's **Compliance with MGL Chapter 40A Section 3A**

Request for Proposals will be available on or after **August 15, 2023** by contacting *Christopher Ryan* at cryan@duxbury-ma.gov

Submitted proposals must be sealed and clearly marked **"MBTA COMMUNITIES COMPLIANCE"** and submitted to the *Duxbury Planning Department, 878 Tremont Street, Duxbury, MA 02332* ATT: *Christopher Ryan* no later than **12:00pm EST** on **Friday, September 15, 2023**.

The Town of Duxbury reserves the right to accept any proposal, to reject any or all proposals, to cancel the RFP and to waive minor deviations and/or informalities as it deems to be in the best interest of the Town.

The Town of Duxbury is an Equal Opportunity Employer.

Rene' J. Read Town Manager

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MANDATORY SUBMITTALS:

RESPONDER INFORMATION FORM (To be first page of Response)
CERTIFICATE OF NON-COLLUSION
STATEMENT OF CORPORATE AUTHORITY (If responder is a Corporation)
TAX COMPLIANCE CERTIFICATION
WAGE THEFT CERTIFICATION REFERENCE FORM
PRICE PROPOSAL FORM

Section 1 Procurement Scope

1.1 Authority

Request for Proposals Procedures and award of the Contract shall be in accordance with Massachusetts General Law, Chapter 30B, plus all applicable Federal, State and Local laws and regulations.

1.2 Modify, Withdraw and Amend Responses

Responders who wish to withdraw, modify or amend their response must do so in writing utilizing electronic mail to the Town of Duxbury at cryan@duxbury-ma.gov no later than the time and date set forth herein for the receipt of the Request for Responses. All such withdrawals, modifications or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting responses will not be considered. Minor informalities, constituting minor deviations, insignificant mistakes, and matters of form rather than substance of the bid, proposal, or contract will be waived by the Town of Duxbury if they can be waived or corrected without prejudice to other offerors, potential offerors, or the governmental body.

1.3 Familiarity with Requirements

Responders are to thoroughly familiarize themselves with the requirements of this Request for Proposals. Ignorance of the requirements will not relieve the responder from any obligations or liabilities of any contract(s) issued as a result of this Request for Proposals.

1.4 Independent Party

Under this Request for Proposals, the successful responder declares itself to be at all times acting and performing as an independent party and nothing in this request for response or any subsequent contract(s) is intended to constitute a partnership or joint venture between the responder and the Town of Duxbury.

1.5 Conflict of Interest

No officer or employee of the Town of Duxbury shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

1.6 Political Activity Prohibited

None of the services to be provided by any responder shall be used for any partisan political activity or to further the election of any candidate for public office.

1.7 Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership, or any other such entity without the prior written approval of the Town of Duxbury. All intended subcontractors must be identified in writing and must be submitted with the Proposals documents. All intended subcontracts shall contain provisions which are functionally identical to and consistent with the language of this Request for Proposals.

1.8 Choice of Law

Any contracts awarded as a result of this Request for Proposals shall be construed under the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of laws and the successful responder submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of any awarded contract.

1.9 Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party, or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

1.10 Severable Sections Do Not Affect Entire Contract

If any provision of the Request for Proposals or any subsequent contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposals and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

1.11 Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Proposals or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

1.12 Procurement Calendar

The Town of Duxbury solicits Requests for Proposals that will result in a contract. The schedule of events for this solicitation, subject to amendment by the Town of Duxbury is:

Event	Date
RFP Released	08/15/2023
Deadline for Written Inquiries	08/28/2023
Response to Written Inquiries	09/05/2023
Due Date for Responses	09/15/2023

Section 2 General Response Information

2.1 Required RFP Sections

The Responder must provide, in its response, a reply to the particular specifications included in the Request for Proposals.

2.2 Minority or Woman Business Enterprise Participation

All qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to this Request for Proposals. For the purpose of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the Supplier Diversity Office (SDO) and who is certified at the time the vendor's Request for Proposals is submitted.

2.3 The Contract Award

Based upon the responses received, the contract will be awarded to the most responsive, responsible responder. The responder(s) submitting the Proposal and price proposal considered to be most advantageous to the Town will be notified of this status by the Town. The Town has no obligation to select the responder offering the lowest price(s).

2.4 ADA, Regulatory, Compliance and Standards

Responders are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation, as may be amended, throughout the term of any contract resulting from this solicitation.

2.5 Indemnification

Any successful responder in exchange for entering into an agreement or contract resulting from this Request for Proposals shall indemnify and hold harmless the Town of Duxbury and all persons acting for or on behalf of the Town from all suits and claims arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case use of such service, material, equipment or apparatus, or any part thereof is held to constitute infringement, the successful

responder, within a reasonable time, will at its expense, and as the Town of Duxbury may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees and costs of the Town related thereto.

Furthermore, any successful responder in exchange for entering into any agreement or contract resulting from this Request for Proposals agrees to indemnify and hold harmless, release and forever discharge the Town of Duxbury as well as its officers, agents and employees as well as their successors and assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under any contract awarded pursuant to this Request for Proposals or the negligence or misconduct of the successful responder, or the successful responder's agents or employees. This includes any discrimination, labor or employment claims against the successful responder and the Town of Duxbury and any and all manners of legal action brought against the successful responder and /or the Town of Duxbury. Said indemnification includes reasonable attorney's fees related thereto. This obligation shall survive the termination or expiration of any contract awarded pursuant to this Request for Proposals.

2.6 Federal, State and Local Laws

The successful responder will comply with all applicable Federal, State and Local laws and regulations.

2.7 Tax Exempt

Purchases made by municipalities and government are exempt from Federal Excise Taxes and Massachusetts Sales Taxes and response prices must show the exclusion of such taxes. Tax exemption certificates will be furnished as required.

2.8 Insurance

The successful responder in addition to any insurance required by State or local Law, shall maintain in force during the term of any contract(s) issued as a result of this Request for Proposals the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts. Failure to provide or maintain such insurance shall be grounds to reject a response or to reject execution of a contract.

- A. General Liability: Bodily Injury Liability \$1,000,000 per occurrence, Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence; Automobile Liability: Bodily Injury Liability \$1,000,000 per occurrence, Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence

- B. Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws
- C. Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence
- D. Worker's Compensation Insurance in the amounts required by Massachusetts Law.
- E. Evidence of such insurance must name the Town of Duxbury as an additional insured as well as the successful responder.
- F. An Insurance Certificate giving evidence of the insurance must be delivered to the Town of Duxbury within ten (10) days by the successful responder receiving the award of a contract pursuant to this Request for Proposals.

2.9 Confidentiality

- The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the successful responder acknowledges that in performance of any contract resulting from the Request for Proposals it may require or have access to "personal data" and become a "holder" of personal data as defined by M.G. L. c. 66A.
- The successful responder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the Town of Duxbury.
- The successful responder shall at all times recognize the Town of Duxbury's ownership of personal data and the exclusive right and jurisdiction of the Town, and "data subjects" (as defined in chapter 66A) to control the use of personal data.
- The successful responder shall immediately notify the Town of Duxbury both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the Town of Duxbury.
- The successful responder shall cooperate with the Town of Duxbury in taking all steps it deems advisable to enjoin misuse, regain possession and/or otherwise protect the Town of Duxbury's rights and data subject's privacy.
- The successful responder shall allow access to any personal data held in their possession solely to those employees of the Town of Duxbury who require such information in the performance of their occupational responsibilities.
- All personal data held by the successful responder shall be delivered to the Town of Duxbury within 14 calendar days after termination of any contract resulting from this Request for Proposals.
- The successful responder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against

smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data.

- The successful responder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality or their responsibilities under this section. The Town of Duxbury shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Proposals, without the consent of the data subject.
- The successful responder shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract.
- Failure of the successful responder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Proposals.

2.10 Force Majeure

Neither the Town of Duxbury nor the successful responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Proposals for failure or delay in rendering performance rising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential Town of Duxbury work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful responder, shall afford the Town of Duxbury the right to terminate any contract resulting from this Request for Proposals without assessment of termination costs or penalties.

2.11 Equal Opportunity

During the performance of this contract, the successful responder agrees as follows:

- A. The successful responder will not discriminate against any employee or applicant for employment because of their membership in any category protected by law, including but not limited to, because of their race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful responder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their membership in any category protected by law, including but not limited to, their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor

children as the sex object, genetic information or ancestry.

- B. The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all of the rules, regulations and relevant orders of the Secretary of Labor.

2.12 Unexpected Closures or Delays

If, at the time of the scheduled response submission deadline, the designated location for delivery of the response is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until 11:00 a.m. on the next normal business day. Responses will be accepted at the same location until that date and time.

2.13 Wage Theft

Prospective vendors must provide the following certifications or disclosures in writing to the procurement officer with their responses or proposals. Failure to provide the following shall result in rejection of the bid or proposal;

- Prospective vendors must certify that neither they nor any of their subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or any other state or federal laws regulating the payment of *wages* within three years prior to the date vendors submit their bids or proposals; or
- Prospective vendors must disclose any such criminal or civil judgments, administrative citation, final administrative determination, order or debarment and include copy(ies) with their bids or proposals.
- Prospective vendors are notified that they must report any such criminal or civil judgment, administrative citation, final administrative determination, order or debarment from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or any other state or federal laws regulating the payment of *wages* while any of their bids or proposals to the procurement officer is pending and, if awarded a contract, during the term of the resulting contract, within five days of vendor's receipt.
- Prospective vendors that are subject to a state or federal debarment for violation of the above laws, either voluntarily or involuntarily, or that have been prohibited from contracting with the Commonwealth or any of its agencies or subdivisions will be deemed not responsible and their bids or proposals shall be rejected. Such vendors shall be deemed not responsible for the entire term of debarment or other stated time period. During the term of a contract, upon a finding or order of such debarment or prohibition, the Town may terminate the contract.
- Vendor(s) awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or

any other state or federal laws regulating the payment of *wages* within three years prior to the date they submit their bids or proposals, or vendor(s) awarded a Contract that receive a federal or state criminal or civil judgment, administrative citation, order or final administrative determination resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or any other state or federal laws regulating the payment of *wages* during the term of the contract and that are not otherwise prohibited from public contracting may be required by the Town to obtain a *wage* bond or other form of suitable insurance in an amount equal to the aggregate of one year's gross *wages* for all employees, based on an average of its total labor costs for the past two years. Such bond must be maintained for the terms or extensions of any contract, and proof of such bond must be provided upon request by the Town.

- Vendor(s) awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or any other state or federal laws regulating the payment of *wages* within three years prior to the date they submit their bids or proposals and through the contract term shall furnish their monthly certified payrolls to the procurement officer for all employees working on such contract.

Section 3 Responder Information

3.1 Responder Communications

Responders are prohibited from communicating directly with any employee of the Town of Duxbury concerning this RFP except as specified in this Request for Proposals, and no other individual Town of Duxbury employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Request for Proposals. Responders may contact the person identified on the cover sheet of this Request for Proposals in the event this Request for Proposals is incomplete.

3.2 Reasonable Accommodation

Responders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Request for Proposals information in an alternative format, must communicate such requests in writing, via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A responder requesting accommodation must submit a written statement, via e-mail which describes the responder's disability and the requested accommodation to the contact person for the Request for Proposals. The Town of Duxbury reserves the right to reject unreasonable requests.

3.3 Public Records

All responses and information submitted in response to this Request for Proposals are subject to the Massachusetts Public Record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4,

Section 2, Subsection 26. Any statements in the responder's responses inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

Unless otherwise specified in this Request for Proposals, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Request for Proposals to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the Town of Duxbury must consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

3.5 Publicity

Any responder awarded a contract under this Request for Proposals is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized under this contract.

3.6 Costs

Costs for services that are not specifically identified in the responder's response and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Request for Proposals.

The Town of Duxbury will not be responsible for any costs or expenses incurred by responders responding to this Request for Proposals.

3.7 Required Contract Attachments

All Responders are required to complete, sign and return at minimum the following documents:

- 1.) **Response Information**- to be included as cover page of response
- 2.) **Certificate of Non-Collusion**- Signature required
- 3.) **Statement of Corporate Authority (If Responder is a Corporation)** - If the Responder is a Corporation, a vote of the Corporation approving participation in this Request for Proposals process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Request for Proposals.

If the Responder is a Corporation, the names and addresses of the corporate Officers and the state and date of incorporation must be included. The Responder must state if the Corporation is publicly held or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

Sole Proprietorship (If Responder is a Sole Proprietorship)- If the Responder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the officers must be included, the parent state of business and the numbers of years this entity has been in business. In short, a complete business profile must be included in the response.

4.) **Tax Compliance Certification**

5.) **Wage Theft Certification**

6.) **Proposal Pricing Form** - Signature required – (To be in separate sealed envelope)

7.) **Reference Form**- To include three current contract references, at least one of which is a government agency that can be contacted during the RFP process. Two of the references must be customers for which the Responder is or has provided services similar to those outlined in the Scope of Services of the RFP. Include customer name, contact person, their title, address and telephone number.

Do not use the names of relatives or Town Employees as references. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only.

3.8 Submitted Responses

The Town of Duxbury shall not return any responses or materials submitted by the responder in response to this Request for Proposals. All materials submitted by responders become the property of the Town of Duxbury and will not be returned to the responder. The Town of Duxbury has the right to use any ideas, concepts or configurations that are presented in the responder's response whether or not the response is selected for contract award.

3.9 Clarification of Response

The Town of Duxbury is not required to seek clarification of responses; therefore, the responder should be as clear as possible in all of its responses to this Request for Proposals.

3.10 Evaluation and Award of Contract

All pricing must remain constant for the entire term of the contract, as well as any possible extension offered. The most advantageous offer from a responsive and responsible responder, taking into consideration all evaluation criteria and price, will be selected. The Town is under no obligation to select the lowest price.

3.11 Rejection of Responder's Response

A responder's response may be rejected by the Town of Duxbury if the responders' response:

- Fails to adhere to one or more of the requirements.
- Fails to submit its response to the required address on or before the Request for Proposals due date.

- Fails to submit a response in accordance to the format and instructions specified or to supply the minimum information requested in this Request for Proposals.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Request for Proposals.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information.
- Violates the restrictions on contacts with the Town of Duxbury employees and representatives.
- Refuses, is unable to, or fails to provide clarification requested by the Town of Duxbury in a reasonable time frame.

3.12 Request for Proposals Cancellation

The Town of Duxbury retains the right to cancel this Request for Proposals or any portion thereof, at any time prior to the execution and approval of a contract. If this Request for Proposals is cancelled, all responses received to this Request for Proposals will be rejected. All expenses related to the preparation of responses to this Request for Proposals remain the responsibility of the responder.

3.13 No Guarantee of Purchase

The Town of Duxbury makes no guarantee that any purchases will take place from any contract resulting from this Request for Proposals, nor does the Town of Duxbury guarantee any minimum quantity of purchases from any contract resulting from this Request for Proposals. Any estimated or past procurement volumes referenced in this Request for Proposals are included only for the convenience of the responders, and not to be relied upon as any indication of future purchases.

The responder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

3.14 Prime Contractors and Subcontractors

Prior approval of the eligible entity is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial program and reporting requirements and are held to the same reimbursable cost standards as the successful responder.

The Town of Duxbury requires a single point of contact for any contract resulting from this Request for Proposals. Subcontractors may be used, but the successful responder, as prime contractors, shall be responsible for meeting all of the terms of any contract resulting from this Request for Proposals and must accept full responsibility for any subcontractor's performance.

Responder's must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the responder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify the Town in writing with the name of their subcontractor both initially and when a sub- contractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor also must notify the Town of Duxbury. The notification must be written and must be within one week of the events noted above.

3.15 Written Inquires

Responders may submit written inquiries concerning any part or attachment of this Request for Proposals. Written inquiries regarding issues outside of the scope of this Request for Proposals will not be considered.

All inquiries must be submitted by the required date and time, to the contact listed on the cover page of this Request for Proposals. All written inquiries must be submitted via electronic mail (email) only. Any change to this submission date and/or time will be made by a notice sent electronically to all responders.

The Town of Duxbury will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by responder.

Section 4 Description of Project & Scope of Work

4.1 Introduction

The following Request for Proposals (RFP) has been developed to solicit proposals from qualified and experienced planning and zoning consulting firms to successfully develop zoning for the Town of Duxbury that is compliant with all requirements and guidelines of MBTA Communities Section 3A zoning in a timely and proficient manner. Duxbury has been proceeding along the milestones of interim compliance and has selected three (3) specific sites in which to further proceed by developing appropriate zoning for each site separately and distinctly. This solicitation is composed of the following sections. Interested bidders are encouraged to review each section in detail to ensure a compliant, complete, and competitive bid.

This RFP is seeking responses from very well qualified planning and zoning or multi-disciplinary consulting firms with expertise in city and town planning and proficiency in zoning bylaw development, and a strong familiarity with the multifamily zoning requirements for MBTA Communities as specified in MGL Chapter 40A, Section 3A. Specific sub-areas of focus could

include mixed-use development, urban design, design guidelines, form-based codes, placemaking, and land use law.

4.2 Background

The Town of Duxbury is a small, semi-rural Massachusetts coastal town in Plymouth County. It consists of 37.6 square miles and has a 2020 US Census population of 16,091. Duxbury has been designated as a MBTA Adjacent Community and thus must provide a minimum of 50 acres zoned for a minimum of 15 units per acre of multifamily as-of-right multifamily housing. It is suggested that prospective bidders refer to the [2019 Comprehensive Plan](#) “Envision Duxbury” for a more in-depth description of the community and its goals and challenges.

Duxbury has a number of older subdivisions and a smaller number of newer subdivisions scattered through the town. Most of these subdivisions are conventional large lot, large house developments with short cul-de-sac streets or dead ends. Most do not have sidewalks or multi-use paths. There are a few conservation or cluster developments and a number of relatively small 40B developments in Duxbury. Commercial development is limited to the Hall’s Corner village center, the Millbrook area centered on St. George St. and Railroad Avenue, Cox’s Corner centered on Routes 3A and 139, a small cluster at the corner of Route 3A and Parks St., the Snug Harbor area, and several isolated non-conforming commercial uses here and there. There is no appreciable industrial uses in Duxbury but the commercial clusters do have office and service uses.

The MBTA Communities zoning program is predictably not generally viewed favorably in Duxbury and there has not been significant support for it. Some in the community have suggested to defy compliance or push back against the state generally or related to specific components of the guidelines. Overall, many feel that the guidelines are a “one size fits all” program that is excessive or inappropriate for a rural community like Duxbury. Planning staff have conducted a reasonable amount of due diligence in explaining the program to the Planning Board and other Town officials, emphasizing the penalties for non-compliance. Planning has also reached out to the community and specific sectors by holding speaking engagements and developing a website for public information on the program.

It is important to note for the purpose of this offering that Duxbury Planning has sought to frame MBTA Communities as an opportunity to comply while also meeting specific Town goals and strategies within policy documents such as the Comprehensive Plan and Housing Production Plan. Planning feels that the best way to approach MBTA Communities zoning is to:

1. Select sites that are not sensitive or highly visible.
2. Develop unique zoning that is intended to respond for the need for creative placemaking.

It is the second criteria that we look to a qualified consultant to help us develop specific zoning tools to shape potential development for good civic placemaking that can not only meet the requirements of MBTA Communities but also take advantage of its criteria to the extent possible to encourage smart, sustainable, and complementary development. We are seeking a solution that could establish a New England village type of feel, look, and function. It will be important to allow for open space, parks or greens, complementary accessory uses such as recreation, small scale retail and other non-residential uses, sidewalks and walking trails, bicycle facilities, streetscape features such as benches and street trees, and some form of design theme that can be developed as part of the zoning or separately to minimize cost of services.

4.3 Summary of RFP

- A. Short Title – Duxbury Zoning Bylaw Development for MBTA Communities Compliance
- B. Description – This project, funded through a grant from the Massachusetts Community Compact Cabinet program through a One Stop for Growth grant, will involve the development of up to three (3) specific base zoning districts or zoning overlays for three (3) specific site areas identified as best suited for the MBTA Communities requirements within the Town of Duxbury.
- C. Opening Date of Bid Solicitation: August 15, 2023
- D. Closing Date of Bid Solicitation: September 15, 2023 @ 12:00 pm
- E. Proposal Delivery Location: Bids will be accepted by either Christopher Ryan or Emily Hadley in the Planning Department, 878 Tremont Street, Duxbury, MA 02332. Proposals must be sealed and clearly marked "PROFESSIONAL PLANNING AND ZONING CONSULTING SERVICES – Duxbury MBTA Communities Zoning Bylaws Project"
- F. Questions: Questions about this bid opportunity may be submitted via email to Christopher Ryan at cryan@duxbury-ma.gov until 4:00 pm on Monday, August 28, 2023 and shall be posted with answers on the project website as applicable on or before Tuesday, September 5, 2023.
- G. Changes: If any changes are made to this bid solicitation, addenda will be issued. Addenda will be emailed to all bidders on record and also posted on the project website.

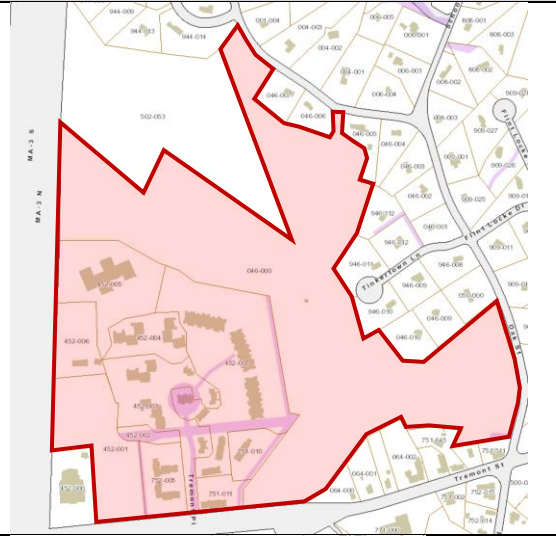
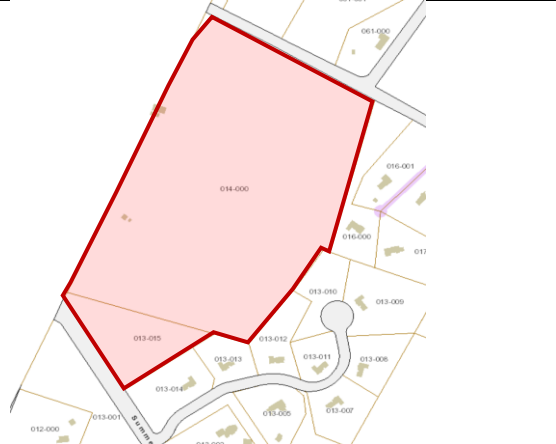
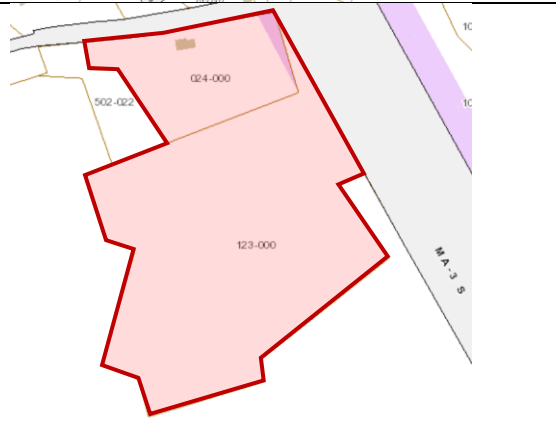
H. Project Website: <https://www.town.duxbury.ma.us/planning-department/pages/mbta-communities-guidelines>

4.4 Project Understanding

Duxbury is seeking a planning and zoning consultant that not only has extensive experience in crafting zoning bylaws in the Commonwealth of Massachusetts but also has an innovative planning practice as well to meld the two subdisciplines in order to generate great placemaking. The Town is hoping to find a consultant that is innovative and cutting edge, has become thoroughly familiar with the guidelines of MBTA Communities for Adjacent Communities, and can work with the Town to find a set of zoning solutions that are technically compliant and politically marketable. While there are no area/specific plans for the sites under consideration (as the Town would have preferred as a precursor), it is expected that the selected consultant can engage in preliminary discussions with the Town that cursorily mimic a more in-depth visioning and site plan analytical process for at least sites #2 and #4 shown in the Map below.

In January 2023, the Town of Duxbury submitted its MBTA Communities Action Plan, which identified eleven (11) potential sites for consideration for compliance with the requirements. The Town subsequently received technical assistance from the planning consultant JM Goldson, who helped the Town reduce the number of sites to five (5) and to applied the Compliance Model to these sites. Each of the five (5) selected sites complied as per the Model which is available upon request from the Planning Department.

Please see the [JM Goldson final report](#) for details of this process which was submitted in May 2023. Duxbury identified three of the five sites to proceed further. However, one site had to be removed from consideration due to a legal issue, and a replacement was identified in July 2023. The three (3) primary sites under consideration, which is what the Town seeks zoning for, are as follows:

Site	Map
<p>Island Creek Residential Complex: This is a six (6) lot mixed-use development with offices, rental apartments, and condominiums already established (see #1 on Map below). The current density of the developed area is below 15 units per acre but the Town could propose an upzoning to bring it in compliance with the Guidelines with little possibility of any major redevelopment at the slightly higher density. Additional parcels adjacent to the core Island Creek site are potential additions to meet a 25-acre minimum size for at least one MBTA Communities site. The zoning proposed should be a conventional multifamily base or overlay zoning district that, as noted above, is not anticipated to lead to any new development other than some peripherally undeveloped areas. With this in mind, the zoning required for this parcel could be off-the-shelf model bylaws tweaked for the site and not require much time and effort. We may consider some opportunity for commercial as a mixed-use component on the frontage parcels but this is not assured at this point.</p>	
<p>Summer-Congress: Site (#2 on Map below) is located between Summer Street (Route 53) and Congress Street and is adjacent to commercial uses in Pembroke. This sizeable area (32 acres) could work as a conventional multifamily project with a base zoning district similar to that proposed for Island Creek. It could also be developed as a village center smart growth development allowing commercial as a mixed-use add-on. The latter would probably require significant buffering and screening.</p>	
<p>Temple Street – A site (#4 on Map below) that has sufficient acreage adjacent to Route 3 but currently no frontage. Thus, the frontage parcel would be added on to the backlands parcel. The backlands property owner is interested in considering MBTA Communities for the property and is willing to consider Town ideas for specific design framework. Since this is a relatively rural area, it has been suggested that this also be zoned to allow a clustered village-type of development with a commercial and/or office mixed use component. While surrounded by conservation lands and Route 3, it should also be a heavily buffered project with significant open space set asides.</p>	

These three (3) sites exceed the 50-acre minimum with Island Creek exceeding the minimum contiguous 25-acre element and the other two sites each exceeding the minimum five (5) acre minimum for remaining pieces. At this point, the idea is for Island Creek to be zoned for some number in excess of 15 units/acre but not so much in excess that it encourages any redevelopment of the current residential areas.

For the remaining areas, the hope is that some number lower than 15 units/acre could be established so that the overall density will be no more than 15/acre and that number for the other sites can be appropriate to the context of the area in which they are located.

Duxbury also is quite interested in facilitating mixed-use development for all three sites, possibly a 40R model, particularly the sites other than Island Creek. We see the potential to utilize density bonuses to meaningfully and purposefully encourage those components, up to and not to exceed 20 units/acre in any area, if that is indeed feasible.

4.5 Project Area

The project area consists of three (3) primary sites in Duxbury that are shown in the map below (Figure 1) as numbers 1, 2, and 4 in red and also depicted in the table above. The remaining sites in orange on the map are backup or secondary sites that are available and have also been vetted by the Compliance Model in case one or more of the primary sites proves infeasible for one reason or another.

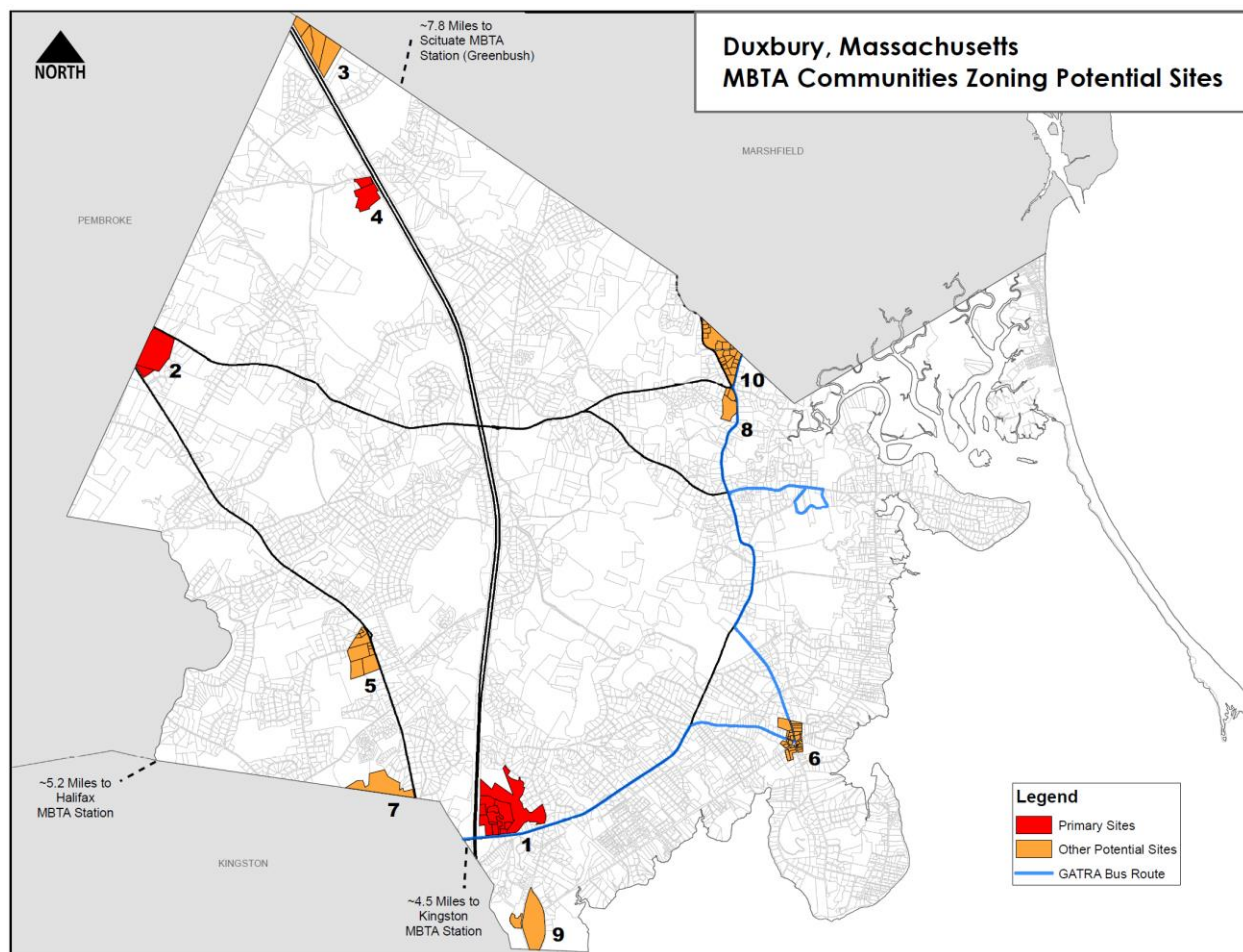


Figure 1 – Map of Potential Duxbury MBTA Communities Sites

Planning staff has two spreadsheets that are accompaniments of the map. The first is the Compliance Model that was created by JM Goldson as part of their technical assistance to the Town. The second is simply a listing of the sites and each of the specific parcels making up the site. Please contact Christopher Ryan, Director of Planning, at cryan@duxbury-ma.gov and these can be provided to you.

These parcel by parcel depictions of the sites should be sufficient. However, specific parcels may need to be added or subtracted, so these documents may need to be updated.

4.6 Scope of Services

The Town requests proposals from qualified consultant(s) to provide zoning bylaw development to support compliance with the multifamily zoning requirement for MBTA communities as specified in MGL Chapter 40A, section 3A. The following tasks shall be a part of any proposal scope and pricing. Duxbury recommends that consultants review full scope for any duplication of tasks or effort and welcome recommendations for tightening up the process. Any tasks that Planning staff can assist with in order to further reduce cost should be recommended as well.

Task I – Project Kick-off

The consultant will meet with staff to establish or finalize a project approach, create a schedule of meetings and check-ins, finalize deliverables, identify resource and research needs, and memorialize other elements of the project. This task shall include an initial meeting with the Planning Board, Town Counsel, and Town staff to review the DHCD issued guidelines, identify items of concern, and develop a public outreach plan. Note that Duxbury acknowledges the significant amount of time and expense that meetings take up in a project such as this and suggests that meetings be minimized to allow for the maximization of content creation hours.

***Deliverable:** A memorandum serving to describe the agreed upon project approach, scope, tasks, and finalized timeline. It should also detail the number of project team meetings, public meetings, and frequency of updates and internal communications. This memorandum should also note elements of the project that have already occurred such as a kickoff meeting, communications, etc.*

Task II - Analyze Site and Develop Preliminary Recommendations

The consultant will review the information regarding the specific primary sites and develop a preliminary set of recommendations for the type of zoning that fits each and complies with MBTA Communities. This step may also involve research specific to the type of site and the Town recommended approach to the site(s). If the approach recommended differs markedly from that the Town is suggesting, the Preliminary Recommendations should provide a reasoning for this difference. The Preliminary Recommendations should also include metrics for MBTA Communities compliance such as: how each zoning meets all MBTA criteria, how many acres are in the district, the recommended base density, the potential maximum density, the amount of potential square feet of other uses and those use types, and the potential density bonus numbers.

Deliverable: Based on the results of Tasks 1 and 2, the consultant shall prepare a memorandum or report with initial findings prior to further work. These findings will be discussed at a pre-coding meeting with Town officials to discuss any issues relevant to conducting the coding.

Task III – Develop Initial Draft Zoning

The consultant will meet with the project team (including representative(s) from the Planning Board, Town Counsel, and Town staff) to discuss the preliminary consultant recommendations and determine a consensus pathway for development of the zoning bylaws. The consultant shall then develop draft language for zoning bylaw(s) that outline applicable district(s), dimensional requirements, densities, and review processes that will comply with the requirements of section 3A. The DHCD Compliance Model shall be applied to any draft language and revisions recommended, as may be necessary.

Deliverable: Microsoft Word-based draft zoning bylaws, with a separate file for each site bylaw developed. Files shall be provided electronically to allow for Town edits and comments to be provided via change tracking.

Task IV – Reviews, Comments, and Redraft

The consultant shall take Town comments and edits and prepare a final version for community review.

Deliverable: Microsoft Word-based draft zoning bylaws, a separate file for each site bylaw developed. Files shall be provided electronically and provide an editor's guide showing the specific changes and edits made and an explanation of where final version differs from expected Town edits. This version should be prepared according to the Town's zoning bylaw enumeration system.

Task V- Project Final Report and Community Engagement

While the Town will be the primary executioner of community engagement, it is desired that the consultant, with Town staff, will help conceptualize and formulate a suitable outreach and education program to officials and residents about the requirements of Section 3A as well as the Town's approach to compliance. This task shall include scheduling of at least two (2) public workshops (methodology to be determined) to engage the public incorporating visioning and consensus building to balance the community's values with the zoning requirements and any potential impacts to quality of life for existing and future residents.

Deliverable: A final report that provides a roadmap from project initiation to project completion. This can be in a memo format provided sufficient detail including project participants can be identified. The consultant shall also provide a toolkit for public outreach including an FAQ, a 1-2 page project information sheet for public consumption, and other materials as may be determined useful for this purpose.

Supplemental Task A: Form-Based Code

Intended to be priced separately from primary tasks I through V, the consultant should provide an alternative pricing for sites 2 and/or 4 as a form-based code product. Should the budget allow for this alternative, the Town may choose to pursue this alternative for either of these sites.

Supplemental Task B: Fiscal Impact of Zoning

Respondent shall provide a separate pricing for developing a simplified fiscal impact model of the zoning bylaws developed as part of this contract.

4.7 Proposed Budget and Schedule

The Consultant shall put forth a reasonable schedule for accomplishing the Scope of Services and anticipate the following steps to guide the process from RFP to completion (a six- to nine- month period). The budget for this project is initially set at \$50,000 which is the amount provided by the grant. If additional funding is available, this will be noted well before responses are due.

Task	Target Milestones
Request for Proposal Advertisement	August 15, 2023
Responses Due	September 15, 2023
Selection of Consultant	September 22, 2023
Initial Meeting with Town Staff and Officials	Week of September 25th
Submission of Initial Project Memorandum	October 20, 2023
Submission of Preliminary Recommendations	November 28, 2023
Submission of First Draft Zoning Bylaw(s)	February 9, 2024
Final Draft Zoning Bylaw(s)	April 5, 2024
Final Report and Public Outreach Materials	May 1, 2024

All deliverables and tasks shall be completed no later than **May 1, 2024**

4.8 Submittal Requirements

Interested firms should submit **three (3) print copies and one digital copy (via CD, flash drive or similar)** of a proposals statement addressing the objectives, scope and schedule described in this RFP no later than **September 15, 2023 at 12:00pm EST**. Submittals should be thorough but brief and must include, at a minimum, each of the following:

Sealed Submission 1 marked "Duxbury Multifamily Zoning - MBTA Communities"

- A. A cover letter signed by an authorized officer of the firm, binding the firm to all of the commitments made in the proposal;
- B. General description of the firm's experience;
- C. Description of the firm's approach to the scope of services that is responsive to what is requested in this RFP, along with any modifications or suggestions to alter the scope and reasons why it should be altered.
- D. Provide information of how the firm meets each of the items in the Minimum Criteria as specified in this RFP;
- E. Provide information to demonstrate how the firm meets each of the comparative evaluation criteria as specified in this RFP;

- F. Description of the firm's specific experience in punctually completing projects with deadlines;
- G. Description of the assigned staff's experience, availability, and chain of responsibility, including the name and title of the principal and project manager assigned to Duxbury-related projects;
- H. A list of at least three (3) references from projects completed within the last five (5) years, including name, title, agency, address, and telephone number;
- I. Signed Statement of Corporate Authority, and Non-Collusion Form and Tax Compliance Form; and
- J. Any other **pertinent** information about the firm which would aid the Town in evaluating the firm's qualifications and in making a selection.

Sealed Submission 2 marked "Duxbury Cost Proposal Multifamily Zoning - MBTA Communities"

While a price proposal is requested, the primary criteria for a contract award will be based on qualifications, i.e., review of the comparative evaluation criteria cited in this RFP. Price will also be considered but is not the primary criterion.

Submission 2 should describe cost by task, and assigned project staff and hourly billing rates which shall include all travel and expenses. The selected firm shall hold the hourly rate for the full term of the contract.

It is not necessary to repeat any information in the two sealed submissions. For example, resumes need not be included in both the Proposals submission and the Cost Proposal submission, unless required for clarification. Where appropriate, such information can be included in one document and referenced in the other.

Proposals will be received until 12:00pm EST on Friday, September 15, 2023. No Proposals will be accepted after this deadline. Proposals must be delivered to *Duxbury Planning Department, Duxbury Town Hall, 878 Tremont Street, Duxbury, MA 02332 ATT: Emily Hadley*. No faxed or electronic copies will be accepted.

Note that Duxbury Town Hall is open Monday from 8:00 am to 7:00 pm, Tuesday through Thursday from 8:00 am to 4:00 pm, and Friday from 8:00 am to 12:30 pm.

Section 5 Proposal Evaluation and Criteria

5.1 Minimum Criteria

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

- A. The principal and project manager assigned to Duxbury-related projects must be available for meetings with the Town of Duxbury days, evenings, and weekends as required;

- B. The volume of the firm's current workload must not adversely affect its ability to immediately initiate the work described in this Request for Proposals;
- C. The firm must have experience working with a broad range of community types across Massachusetts;
- D. The firm must have experience working with local government agencies, especially planning agencies

5.2 Comparative Evaluation Criteria

In addition to the submittal requirements and the minimum criteria listed above, for which the firm will receive one (1) point each if submitted and/or in compliance, the proposals will be reviewed based on the comparative evaluation criteria rating system below:

Highly Advantageous (3 points) – Excels on the specific evaluation criterion

Advantageous (2 points) – Fully meets the specific evaluation criterion

Not Advantageous (1 point) – Minimally meets the specific evaluation criterion

Unacceptable (0 points) – Fails to meet the specific evaluation criterion or insufficient information to determine compliance.

EVALUATION CRITERIA	Highly Advantageous (3)	Advantageous (2)	Not Advantageous (1)	Unacceptable (0)
1) The firm's general overall experience.	Over 5 years of experience providing professional consulting services related to land use, zoning analysis, district planning, etc.	5 years of experience providing professional consulting services related to land use, zoning analysis, district planning, etc.	Less than 5 years of experience providing professional consulting services related to land use, zoning analysis, district planning, etc.	No experience providing professional consulting services related to land use, zoning analysis, district planning, etc..
2) Project Understanding	Exhibits clear and concise understanding of project purpose	Exhibits good understanding of project purpose	Exhibits partial or little understanding of project purpose	Clearly shows no understanding or project or its purpose
3) Qualifications	Concise but complete description of the organization, background, resources, personnel experience, and other criteria as noted in c) above.	Good description of qualifications	Partial, incomplete, or unclear description.	No description or description indicates lack of qualifications
4) Past Performance	Three projects commenced and completed submitted	Two projects commenced and completed submitted.	No such projects submitted.	No such projects submitted.
5) Technical Approach	Shows a unique understanding of the goals of the project, clearly addresses all items in the scope and identifies items not included in scope particularly as they relate to system improvements	Clearly addresses all items in the scope but is limited in the understanding of the projects as they relate to system improvements	Does not clearly address all items in the scope or insufficient information provided	Does not address all items in the scope.

EVALUATION CRITERIA	Highly Advantageous (3)	Advantageous (2)	Not Advantageous (1)	Unacceptable (0)
6) O&M Approach	Highly organized, time efficient, clear and concise. Provides an affirmative approach to cost management, scheduling and interaction with Town staff.	Adequate response where the proposer's approach is understood but not necessarily comprehensive or offers any particular insight into project management	Unclear, unorganized, or insufficient information provided	No information provided.
7) Cost Approach	Clear cost approach that provides benefit to the Town	Cost approach that may provide a benefit to the Town	Typical standard fee cost approach	No information provided.
8) Personnel	The project manager is highly qualified with more than ten years of appropriate team management experience. Leads an experienced group of individuals and teams each with equal experience of ten years.	The project manager is qualified with more than five years of appropriate team management experience. Leads an experienced group of individuals and teams each with equal experience of five years.	The project manager does not have sufficient experience to lead the group; members of the team and sub consultants are not sufficiently experienced.	The project manager has little or no experience.
9) Capacity	The management approach, staffing and scheduling exhibits the highest confidence of commitment to the project.	The management approach, staffing and scheduling exhibits an adequate commitment to the project.	Moderate to serious concerns are raised concerning the capacity of the proposer.	Does not address capacity of firm or indicates significant deficiencies
10) Presentation Quality	Extremely well crafted; attractive and well-organized; exhibits high level of professionalism	Adequate level of presentation quality	Sub-standard level of professional quality	Very poor quality presentation
11) Adequacy of Response	Meets and may exceed all requirements of the RDQ	Mostly meets requirements of RFQ	Lacks a responsive proposal related to RFQ	Lacks much or all of required criteria

5.3 Proposal Evaluation and Criteria

Proposals will be evaluated by one or more members of Town staff from municipal departments and also Town officials from the Planning and other boards. The Town reserves the right to conduct interviews with proposing firms at any time during the proposal review process. The Town reserves the right to conduct reference checks above and beyond the three references provided by the respondent. The Town also reserves the right to use itself as a reference.

After the proposals are ranked according to review system described above, the sealed Cost proposals will be opened. The Project Manager will present the technical evaluations and the ratings to the Town Manager with a recommended awardee. The Town Manager will weigh the evaluations, the ratings, and the recommendation in order to identify the most advantageous proposal for the Town.

Once the Town Manager has identified the most advantageous proposal for the Town, a contract will be executed between the first chosen proposer and the Town. If within a reasonable period of time a contract cannot be agreed upon and executed between the first chosen proposer and the Town, then the Town may contract with the second chosen proposer, and so on until a contract is signed.

Based upon the responses received, the contract will be awarded to the most responsive, responsible responder. The proposer submitting the proposal and price proposal considered to be most advantageous to the Town will be notified of this status by the Town, the Town has no obligation to select the proposer offering the lowest price.

The Town of Duxbury reserves the right to reject any and all proposals, to waive minor informalities, and to make an award for professional services as may be deemed to be in the best interest of the Town of Duxbury within the guidelines for proposal review set forth in this document.

The Town of Duxbury is an Equal Opportunity Employer (EOE). The RFP is in accordance with M.G.L. Chapter 30B.

5.4 Instruction and Other Information

The Town of Duxbury reserves the right to seek additional information from any and all proposers and to schedule interviews with the finalists. Notwithstanding any other provisions of this RFP, the Town reserves the right to waive any informalities not specifically required by law, to request that additional information be provided after the deadline for the receipt of proposals, to negotiate with some, all, or none of the proposers, to conduct interviews with some, all, or none of the proposers and to reject any and all proposals if the Town determines in its sole discretion that it is in the best interest of the Town to do so. The Town also reserves the right to reconsider all proposals, and/or issue a new RFP, and to make new or additional selections after the Town makes its initial selections.

5.5 Selection Process and Awarding Authority

The selection process anticipates qualifying one firm or team to undertake the work proposed in this RFP. It is anticipated that the project will be awarded from among qualified firms in a diligent, fair, and rational manner. Based upon the evaluation of submissions, the Selection Committee will rank the proposals submitted in order of "Most Advantageous" to "Least Advantageous". The Selection Committee may select and interview at least three (3) finalists prior to making the final selection if enough qualified proposers are available. The Selection Committee shall undertake service scope and fee negotiations with the selected finalist. Should negotiations with the selected finalist, the Selection Committee may proceed with negotiations with the next highest ranked firm. The final Awarding Authority for this RFP shall be the Selectboard. The selected firm or firms shall be required to execute the contract form as included with this RFP.

RESPONDER INFORMATION FORM
Multifamily Zoning by Right in MBTA Communities
 (To be first page of Response)

Company Name				
Address				
Phone		Email		
The company is	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship			
	<input type="checkbox"/> Publicly Held <input type="checkbox"/> Privately Held			
Principals, Owners, Directors, Officers	Name		Address	
	Name		Address	
	Name		Address	
	Name		Address	

 Signature of authorizing party

 Printed Name of authorizing party

TOWN OF DUXBURY REQUIRED RESPONSE SUBMITTAL FORM
CERTIFICATE OF NON-COLLUSION

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

Signature

Date

Name (Printed)

Title

Company

Address

Contact Number

TOWN OF DUXBURY REQUIRED RESPONSE SUBMITTAL FORM STATEMENT OF CORPORATE AUTHORITY

REQUIRED (IF A CORPORATION) COMPLETE BELOW OR ATTACH TO EACH SIGNED COPY OF THE RESPONSE A NOTORIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTORIZED ABOVE.

At a duly authorized meeting of the Board of Directors of ____
Name of Corporation

held on ____ at which time all voted that ____
Date Name

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person under seal of the Company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____

Clerk

PLACE OF BUSINESS: ____

DATE OF THIS RESPONSE: _____

I hereby certify that I am the Clerk of the ____ and that ____ is duly elected of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk's Signature)
(CORPORATE SEAL)

On this ____ day of ____, 2022, before me, the undersigned notary public, personally appeared ____, proved to me through satisfactory evidence of identification, which were ____ to be the person whose name is signed on the preceding or attached document in my presence.

TOWN OF DUXBURY REQUIRED RESPONSE SUBMITTAL FORM
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.

Signature

Social Security or Federal ID No.

Date

RESPONSEDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED

TOWN OF DUXBURY REQUIRED RESPONSE SUBMITTAL FORM

WAGE THEFT CERTIFICATION

Pursuant to M.G.L. c. 149, M.G.L. c. 151, I certify under penalties of perjury that, neither this Company nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair Labor Standards Act or any other state or federal laws regulating the payment of wages within three (3) years prior to the date of the Contract.

Or I certify that this Company has provided copies of any and all of the above to the Town prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Town within five (5) days of the Contractor's receipt.

Signature

Social Security or Federal ID No.

Date

RESPONSEDERS/RESPONDENTS MUST SUBMIT THIS FORM FULY COMPLETED

TOWN OF DUXBURY REQUIRED PROPOSAL SUBMITTAL FORM

REFERENCE FORM

Responder: ____

Title of Proposal: **Multifamily Zoning by Right in MBTA Communities**

Responder must provide references for:

Contracts performed within the past five years of similar size and scope to this RFP

Reference: ____ Address: ____ Contact: ____ Phone: ____ Fax: ____ Description and date(s) of services provided:

Reference: ____ Address: ____ Contact: ____ Phone: ____ Fax: ____ Description and date(s) of services provided:

Reference: ____ Address: ____ Contact: ____ Phone: ____ Fax: ____ Description and date(s) of services provided:

Price Proposal Form (to be submitted in separate sealed envelope)

Multifamily Zoning by Right in MBTA Communities

Company Name: _____

The undersigned acknowledges receipt of addenda numbered:

Insert Pricing Information:

Signature Date

Title

FORM OF CONTRACT

TOWN OF DUXBURY

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023 by and between the TOWN of Duxbury, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 878 Tremont Street, Duxbury, Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the delivery of services related to the Town's Compliance with MGL Chapter 40A Section 3A, hereinafter the "Project"; and

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

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of services related to the Town's Compliance with MGL Chapter 40A Section 3A, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

- C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence,
Property Damage Liability	\$ 5000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice.

Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

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

18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

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

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

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

TOWN OF DUXBURY, MA

Town Accountant

Town Manager

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)