



Town of Duxbury

REQUEST FOR PROPOSALS

for

Development of Hall's Corner Master Plan & Regulatory Framework

Posted Date: November 1, 2023

Questions Due: November 15, 2023

Responses Due: November 28, 2023

Issued By

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

RFP Contact

Emily Hadley or Chris Ryan
Planning Principal Assistant
878 Tremont Street
Duxbury, MA 02332
781-934-1100 x.5476
cryan@duxbury-ma.gov

(Legal Ad)

TOWN OF DUXBURY REQUEST FOR PROPOSALS
Development of Hall's Corner Master Plan & Regulatory Framework

The Town of Duxbury, Massachusetts, through its Chief Procurement Officer, is seeking **Proposals** for services related to development of a Master Plan for the Hall's Corner area.

Request for Proposals will be available on or after **November 1, 2023** by contacting *Emily Hadley* at hadley@duxbury-ma.gov.

Submitted proposals must be sealed and clearly marked "**PROFESSIONAL PLANNING AND ZONING CONSULTING SERVICES – Duxbury Hall's Corner Master Plan Project**" and submitted to the *Duxbury Planning Department, 878 Tremont Street, Duxbury, MA 02332 ATT: Emily Hadley* no later than **12:00pm EST on Friday, November 28, 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

Table of Contents

Section 1 Procurement Scope

- 1.1 Authority
- 1.2 Modify, Withdraw and Amend Responses
- 1.3 Familiarity with Requirements
- 1.4 Independent Party
- 1.5 Conflict of Interest
- 1.6 Political Activity Prohibited
- 1.7 Subcontracting
- 1.8 Choice of Law
- 1.9 Notices
- 1.10 Severable Sections Do Not Affect Entire Contract
- 1.11 Contract Performance
- 1.12 Procurement Calendar

Section 2 General Response Information

- 2.1 Required Sections
- 2.2 Minority or Woman Business Enterprise Participation
- 2.3 Contract Award
- 2.4 ADA, Regulatory, Compliance and Standards
- 2.5 Indemnification
- 2.6 Federal, State and Local Laws
- 2.7 Tax Exempt
- 2.8 Insurance
- 2.9 Confidentiality
- 2.10 Force Majeure
- 2.11 Equal Opportunity
- 2.12 Unexpected Closures or Delays
- 2.13 Wage Theft

Section 3 Response Information

- 3.1 Responder Communication
- 3.2 Reasonable Accommodation
- 3.3 Public Records
- 3.4 Brand Name or Equal
- 3.5 Publicity
- 3.6 Costs
- 3.7 Required Contract Attachments

- 3.8 Submitted Responses
- 3.9 Clarification of Responses
- 3.10 Evaluation and Award of Contract
- 3.11 Rejection of Responder's Response
- 3.12 RFP Cancellation
- 3.13 No Guarantee of Purchase
- 3.14 Prime Contractors and Subcontractors
- 3.15 Written Inquiries

Section 4 Scope of Work

- 4.1 Summary
- 4.2 Background
- 4.3 Summary of RFP
- 4.4 Project Understanding
- 4.5 Project Area
- 4.6 Scope of Services
- 4.7 Proposed Budget and Schedule
- 4.8 Submittal Requirements

Section 5 Proposal Evaluation and Criteria

- 5.1 Minimum Criteria
- 5.2 Comparative Evaluation Criteria
- 5.3 Proposal Evaluation and Criteria
- 5.4 Instructions and Other Information
- 5.5 Selection Process and Awarding Authority

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 hadley@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	11/1/2023

Deadline for Written Inquiries	11/15/2023
Response to Written Inquiries	11/20/2023
Due Date for Responses	11/28/2023

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 a master plan and regulatory framework for Hall's Corner, a key mixed-use district in Duxbury, in a timely and proficient manner. The master plan (phase 1) will evaluate options for additional housing, look at transportation enhancements such as re-engineering the roundabout and enhancing the sidewalk system, evaluate public parking and transit service, identify key market segments to target, and other elements as shall be outlined in detail below.

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 master planning, and a strong familiarity with successful village center development/redevelopment and urban design.

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's economic development goals, expressed in the Plan, include:

1. Focus on distinct neighborhood business district-based economic development
2. Strengthen maritime businesses and industries, including tourism, recreation, research and education opportunities
3. Strategically plan for resilience and leveraging of limited resources

4. Assist local home-based non-store businesses

Economic development is a critical task facing Duxbury. The Town has a 96.56 percent residential tax base (FY23) with little commercial and no industrial base. In addition, a nearly 100% economic leakage rate means that residents are leaving the community for almost all purchases and little resident spending recirculating in the community. This has significant implications for municipal fiscal health as budget shortfalls are anticipated given spending needs and without additional sources of public revenue. Another local challenge is the lack of diversity of housing stock. Duxbury also lacks a range of retailing and service offerings for residents and existing businesses and beyond keeping local dollars circulating locally, providing more options enhances quality of life.

Duxbury is in the process of developing a more detailed economic development policy plan that provides greater specificity in regard to the general goals articulated above. These emanate from the initial four goals listed in the Comprehensive Plan and include the following focus areas:

1. Creation and/or optimization of mixed-use village districts
2. Workforce development and workforce housing
3. Rural and agricultural economic development
4. Research and development parks

Key challenges and obstacles include a lack of adequate water and sewer service to support commercial and residential development, the appropriate zoning to facilitate desired development, and a lack of economic development and business support capacity.

Duxbury seeks to diversify its local economy and facilitate the well-planned integration of additional housing through strategic compliance with the MBTA Communities initiative, which is seen as an opportunity to add workforce and other underserved housing markets.

Based on these challenges, Duxbury sought, and was awarded, a One Stop for Growth grant in the amount of \$90,000 that provides the budget for this offering. Bidders should provide a good faith estimate of pricing for the elements included in this scope, regardless of the budget, and provide as much detail in said pricing to allow Duxbury to evaluate any necessary cost reductions. Should bidders determine alternatives to meet the stated goals for the project that would meet the budget constraints, they are encouraged to provide these in their proposals.

4.3 Summary of RFP

- A. Short Title – Hall’s Corner Master Plan
- 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 a master plan and regulatory framework for a key mixed-use district in Duxbury.

- C. Opening Date of Bid Solicitation: November 1, 2023
- D. Closing Date of Bid Solicitation: November 28, 2023 @ 12:00 pm
- E. Proposal Delivery Location: Bids will be accepted by 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 Hall’s Corner Master Plan Project"
- F. Questions: Questions about this bid opportunity may be submitted via email to Emily Hadley at hadley@duxbury-ma.gov until 4:00 pm on Wednesday, November 15, 2023 and shall be posted with answers on the project website as applicable on or before November 20, 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: A project website will be linked to the Duxbury Planning Department page within five (5) days of this offering. Please connect with primary contact with any questions regarding this page and its contents.

4.4 Project Understanding

Duxbury is seeking a planning and zoning consultant that has extensive experience in developing area master plans, particularly in the Commonwealth of Massachusetts, as well as experience in market analysis. The Town is hoping to find a consultant that is well-schooled in successful designs of village center development, redevelopment, and urban design. The ideal candidate will have the civil engineering capacity to evaluate infrastructure elements and will have excellent public participation and outreach skills/experience.

The project will develop a smart growth master plan for Hall’s Corner, a key existing mixed-use district in Duxbury. The project would evaluate options for additional housing including stand-alone multifamily, apartments above storefronts, infill two- to four-family buildings, and other options that fit the area. It is anticipated that if funding can be secured in a timely fashion, this district can be considered for the MBTA Communities zoning, possibly as an MGL 40R project. Revisions to Duxbury’s Inclusionary Zoning (IZ) bylaw would ensure that affordable units would be a part of the outcome.

The project will evaluate current transportation conditions and consider specific enhancements such as re-engineering the roundabout, enhancing the sidewalk system, evaluate public

parking, and enhance transit service. It will identify key commercial market segments to target and determine how much space could be supported in the area. The plan will establish locations where commercial buildings could be expanded or replaced, or new buildings provided on vacant parcels. The plan will also make recommendations for the framework for a storefront renovation program for existing buildings.

The plan will incorporate infrastructure actions needed such as water and sewer capacity and opportunities for expansion or extension to facilitate the full development plan.

Hall's Corner is one of the several districts the Town is considering as part of the MBTA Communities Multifamily requirements, looking at a possible 40R application in the district. Part 2 of the project would include developing the necessary regulatory framework including zoning, anticipated to be a Form-Based Code. Both parts of the project will have significant public participation and visioning.

4.5 Project Area

The project area is shown on the map below (Figure 1) in blue.

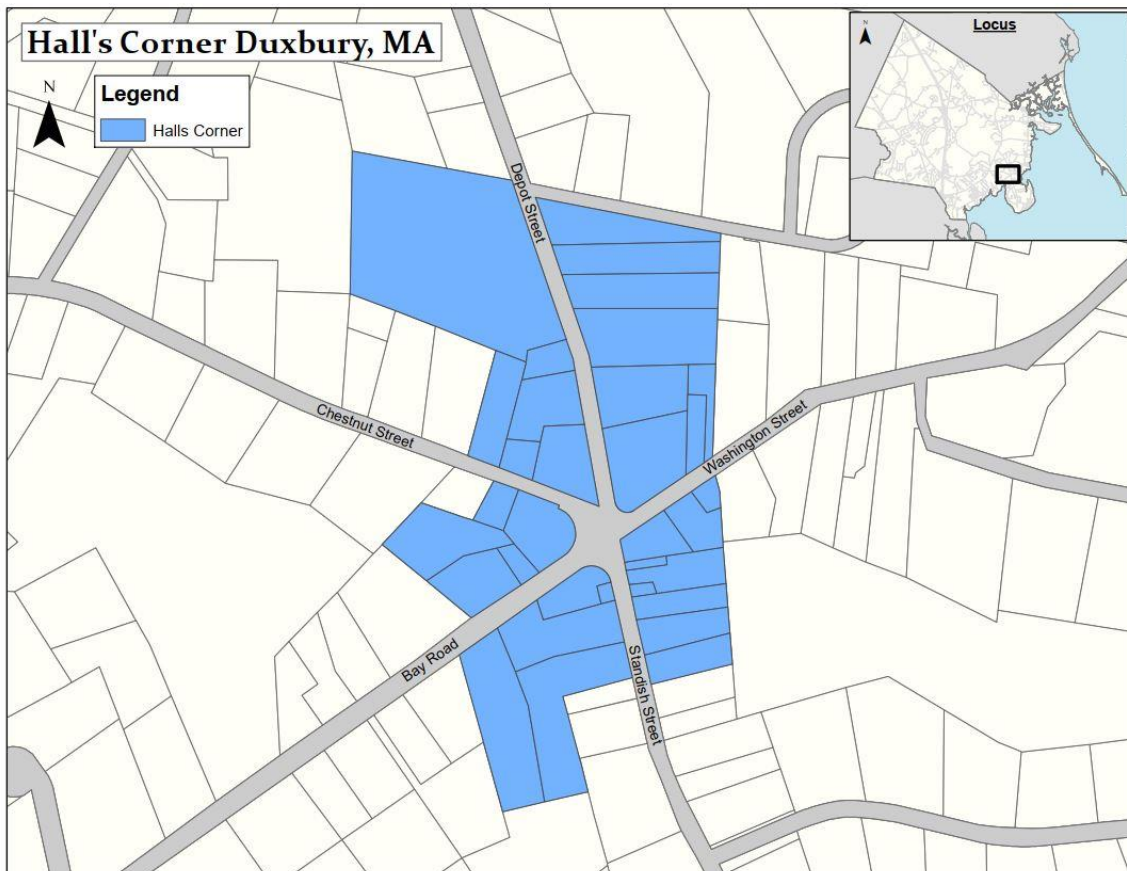


Figure 1 – Map of Hall's Corner in Duxbury, MA

4.6 Scope of Services

The Town requests proposals from qualified consultant(s) to provide master plan and regulatory framework development for the Hall's Corner area in Duxbury. 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 Initiation - Kickoff and Scope Walk Through

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.

***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 – Development of Public Participation Program

Hall's Corner is a well-regarded village center and Duxbury residents will be highly sensitive to any proposed changes to the area. Duxbury values its rural character and any plan will need to keep that in mind in relation to proposed modifications to the area and how the project is presented to and discussed with residents. With this in mind, the competitive respondent should propose a robust and innovative public participation plan that is widely inclusive and seeks strong support. It should clearly articulate locally expressed policies and goals and also note anticipated advantages of Plan elements related to community character, fiscal impact, the provision of housing for sectors presently not well represented, the provision of expanded shopping and service opportunities, and the attraction of external dollars from tourism and visitors. Such a program should be inclusive of proposed public gatherings, website materials and content, handouts such as FAQs and 1-2 page handouts, slide shows, and other media for distribution to the public and the press. A design charette or workshop is a recommended element of the process.

***Deliverable:** A clearly articulated plan for public participation as described above early in the process and including specific elements, a timeline for implementation, and an articulation of participant roles inkling both the consultant and Town officials and staff.*

Task III – Existing Conditions/Data Collection

The consultant shall collect and synthesize local policies, plans, maps, and other secondary data—some of which is available on the Planning Department website, but not necessarily fully comprehensive, and thus will require working with staff to obtain other materials. The consultant will need to conduct multiple site visits to scout on-the-ground conditions, constraints, and opportunities that may not be revealed simply through online research. Data collection should also include discussions—preferably in person, with key individuals to be identified by staff and the Planning Board, but reasonable in number and ideally during a single day visit. Other recommended data may include basic market information, information on public utilities, sensitive lands, and other criteria integral to Plan development. Finally, as a part of this step and partly based on discussions with locals, the consultant should develop a revised project area inclusive of parcels that not only embody the traditional commercially zoned area of Hall’s Corner, but also any adjacent and proximal parcels that could add to the opportunities that might be available as part of a greater Hall’s Corner service area.

***Deliverable:** Consultant should prepare a summary memorandum regarding the data that was collected during this task and full data sets should ultimately be incorporated into appendices to a Plan document.*

Task IV – Master Plan Development

The consultant should develop a master plan for the Hall’s Corner village center that provides sufficient background and history as to be informative for the development of a master plan. It should include those criteria typical for evaluation of an area for all types of appropriate development and land use, for the establishment of open space and gathering areas, for a transportation element that facilitates Hall’s Corner in emerging as a highly walkable and bikeable district but also facilitates traffic movement, identifies parking opportunities sufficient to serve a more fully developed district, and offers ideas for high quality and compatible urban and architectural design in line with Duxbury’s culture and history. Suggested sections of such a Plan could include:

1. Introduction
2. Executive Summary
3. Planning Goals and Objectives
4. Development and Redevelopment Scenarios
5. Plan Elements
6. Land Use and Urban Design Recommendations
 - a. Residential Opportunities (including feasibility as an MBTA Communities area and/or MGL 40R/40S area)
 - b. Commercial Opportunities
 - c. Urban Design Recommendations

7. Estimated Development Feasibility
8. Transportation Recommendations
9. Open Space, Recreation, and Gathering Area Recommendations
10. Parking Recommendations
11. Other Recommendations (public art, public-private partnership opportunities, etc.)
12. Implementation
 - a. Overall project element implementation
 - b. If MBTA Communities and/or MGL 40R/40S feasible, and recommended schedule for pre-deadline implementation
13. Appendices

Deliverable: Draft and final plan including methodology for local review and comment process.

Task V – M.G.L. 40R Determination of Eligibility Application (optional)

Should MGL 40R/40S be seen as feasible, either stand alone, or in conjunction with MBTA Communities, the proposer should articulate the necessary steps to seek EOHLC approval and establish a pricing for assisting with this application.

Deliverable: Eligibility plan and a completed application.

Task VI – Infrastructure Plan Integration

Infrastructure will be an important element of a Hall's Corner Master Plan and thus the respondent shall articulate non-transportation infrastructure challenges facing the district and provide specific recommendations for seeking funding and implementation of the necessary infrastructure in conjunction with the other elements of the plan.

Deliverable: Separate report on non-transportation infrastructure needs and challenges including separate action items, funding sources, responsible parties, and timelines. This should also include where infrastructure could be developer-funded fully or partially.

Task VII – Zoning Tool Development

The Hall's Corner district is relatively compact and does not include a significant number of parcels. Therefore, Duxbury's application for One Stop for Growth funding included the development of a Form-Based Code (as appropriate) for the district based on the belief that it would be the zoning tool most likely to be acceptable to the citizens of the community and also that it could be of reasonable cost as part of such a project. With that assumption, Duxbury seeks the development of a Form-Based Code based on Plan recommendations and renderings developed during the planning process.

Deliverable: A memorandum proposing the development of zoning to implement the Plan, preferably a Form-Based Code and the Code itself.

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 \$90,000 which is the amount provided by the One Stop for Growth grant. If additional funding is available, this will be noted well before responses are due. Consultants should feel free to add additional milestones as applicable or recommend alternative timeline milestones. It should be noted that this somewhat tight timeline is based on the possibility that MBTA Communities and/or 40R/40S deadlines will need to be taken into consideration

Task	Target Milestones
Request for Proposal Advertisement	November 1, 2023
Responses Due	November 28, 2023
Selection of Consultant/Contracting	December 8, 2023
Initial Meeting with Town Staff and Officials/Kick Off	Week of 12/17/2023
Submission of Public Participation Plan	January 12, 2024
Submission of Existing Conditions Memo	January 31, 2024
Submission of First Draft Plan	May 17, 2024
Final Draft Plan	June 14, 2024
Zoning First Draft	June 28, 2024
Zoning Final Draft	August 2, 2024
Public Outreach Materials for Town Meeting	August 16, 2024

All deliverables and tasks shall be completed no later than **September 1, 2024** unless arrangements mutually agreed upon are made.

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 **November 28, 2023 at 12:00pm EST**. The proposal shall be submitted in an outer envelope marked “Duxbury Hall’s Corner Master Plan Proposal.” Within that outer envelope shall be enclosed one sealed envelope containing the proposer’s technical proposal and marked “Duxbury Hall’s Corner Master Plan – Technical Proposal” and one sealed envelope containing the proposer’s price proposal and marked “Duxbury Hall’s Corner Master Plan – Price Proposal.” Submittals should be thorough but brief and must include, at a minimum, each of the following:

Sealed Submission 1 marked "Duxbury Hall’s Corner Master Plan – Technical Proposal”

- 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 Hall's Corner Master Plan – Price Proposal"

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, November 28, 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.
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.

EVALUATION CRITERIA	Highly Advantageous (3)	Advantageous (2)	Not Advantageous (1)	Unacceptable (0)
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 process shall be undertaken in accordance with the provisions of 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
Hall's Corner Master Plan
 (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

RESPONDERS/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

RESPONDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED

TOWN OF DUXBURY REQUIRED PROPOSAL SUBMITTAL FORM

REFERENCE FORM

Responder: __

Title of Proposal: **Hall's Corner Master Plan**

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	\$ 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

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)