Town of Stoneham

January 18, 2022

Request for Proposals

Spot Pond Circumferential Trail Project

CONTRACT# 21-12

Proposals Due:
March 1, 2022 at 2:00 PM
April Lanni
Procurement Officer
35 Central Street
Stoneham, MA 02180
Via COMMBUYS or email lockbox to rfp21-12@stoneham-ma.gov
(781)507-2421

Town of
STONEHAM | MA

A STUDY AND PRELIMINARY DESIGN FOR A CIRCUMFERENTIAL TRAIL/TRAIL NETWORK AROUND SPOT POND IN STONEHAM, MA

REQUEST FOR PROPOSALS FOR A CONSULTANT/CONSULTANT TEAM WHICH IS PRE-APPROVED FOR BY THE STATE OF MASSACHUSETTS FOR WORK WITH MUNICIPALITIES UNDER

- **PRF67 ENVIRONMENTAL ENGINEERING, DIAGNOSTICS, AND TESTING DESIGNATED DCAMM**
  (https://www.mass.gov/doc/prf67designateddcamm/download), OR
- **PRF69 FACILITIES ENGINEERING SERVICES**
  (https://www.mass.gov/doc/prf69/download)

RELEASE DATE: January 18, 2022

Section 1. General Information and Submission Requirements

1. General Information

- This is a Request for Proposals ("RFP") for a consultant/consultant team which is pre-approved for work with municipalities under PRF67 Environmental Engineering, Diagnostics, and Testing Designated DCAMM (https://www.mass.gov/doc/prf67designateddcamm/download) and/or PRF69 Facilities Engineering Services (https://www.mass.gov/doc/prf69/download) to provide assistance to the Town of Stoneham, in consultation with several state agencies, in the planning for a circumferential trail/trail network around Spot Pond. This is a best value procurement in accordance with the Commonwealth of Massachusetts Uniform Procurement Statute.

Proposal Due Date: March 1, 2022 at 2:00 PM

Proposal Subject: Spot Pond Circumferential Trail Planning

RFP Availability: The RFP will be available to all consultants on the state-approved list.

Questions Due by: February 8, 2022 at 5:00 PM. All questions must be sent by email to: alanni@stoneham-ma.gov

Optional Proposer Interviews: The Town reserves the right to interview any or none or the proposers prior to award of a contract.

Recipient of RFPs: Procurement Office/ April Lanni
Town of Stoneham
35 Central Street
Stoneham, MA 02180

Please read this entire document before responding or submitting questions.

2. General Submission Requirements

Competitive sealed proposals will be received by MAPC and the Town of Stoneham electronically via the COMMBUYS Procurement Market Center and the designated email lockbox at rfp21-12@stoneham-ma.gov. Please note the email lockbox can only accept **15MB max of file size**. Faxed or mailed submissions will not be accepted. Proposals must be submitted as attachments (pdf, word document, excel, etc.) prior to the exact time and date indicated above according to the

COMMBUYS Procurement Market Center. Late proposals will not be considered. Submission procedure subject to change via RFP Addenda.

For additional information, please see the attached document entitled "COMMBUYS Instructions" for the OSD reference guide and Section 4. Submission Instructions.

Vendors must submit all materials requested in accordance with the requirements of this RFP and in the order and format requested in order to be considered complete and responsive.

Responses must include the following:

- Vendors are required to submit one electronic copy of the proposal via COMMBUYS.
- Vendors are requested to submit their response to COMMBUYS and the email lockbox in pdf, word, and/or excel format **(15MB max of file size).** Price information should be submitted in a separate document from the technical response information and labeled appropriately.
- Since this is a proposal to be submitted under the state-approved bid, the proposals should clearly state the complete work to be undertaken, and the costs for each of the proposed elements of the project. As noted elsewhere in this document, the consultant is also free to provide alternative proposals for achieving the end products, if they have ideas for a more efficient or more publicly-inclusive process for consideration by the Town.

Section 2. Client Information

The Town of Stoneham is seeking proposals from consultants/consulting teams to undertake the preparation of a concept plan for a circumferential trail/trail network that would go around Spot Pond Reservoir.

Spot Pond Reservoir is managed by the Massachusetts Water Resources Authority (MWRA) as a back-up water supply for the Boston metropolitan region. The land around the Pond is owned and managed by a number of state agencies, including the MWRA, the Department of Conservation and Recreation (DCR), the Massachusetts Department of Transportation (MassDOT). Additional nearby lands that may or may not be involved with the planning for this trail/trail network are owned by the City of Medford.

Project Background

<u>Spot Pond Circumferential Trail</u>

Spot Pond is a valuable environmental resource for the entire region, and also represents an environmental-recreation asset that has not yet achieved its full potential. The Town has been in discussions with the Department of Conservation and Recreation for a number of years regarding the potential for a circumferential trail around Spot Pond. This idea was also incorporated into the

Town of Stoneham Open Space and Recreation Plan. In recent and ongoing discussions, the DCR indicated a willingness to construct and maintain such a circumferential trail if it were designed and approved by all appropriate parties.

The Town of Stoneham has met with the state-agency landowners and has secured the cooperation of these agencies in this trail planning proposal. The agencies cited herein grant permission for the selected consultant to enter onto their lands for the purposes of undertaking the work outlined in this Request for Proposals.

Consultant Requirements

The selected consultant must have not less than 5 recent years of relevant experience providing the same or similar sized scope of services described in this RFP. Preference will be given to consultants whose experience has included providing same or similar services to municipal governments. The Project Manager identified in the consultant's response must be actively licensed as a Professional Engineer (PE License), or must have a licensed professional engineer integrally incorporated into the staff undertaking the design elements of this project.

Supplier Diversity Certified Partners

Preference will be given to consultants that include contracts with Massachusetts Supplier Diversity Certified Partners in their responses. Information on Supplier Diversity Program can be found on the Commonwealth of Massachusetts Supplier Diversity Office website at:
https://www.mass.gov/orgs/supplier-diversity-office-sdo

Proposal Evaluation

Proposals that meet the minimum requirements will be evaluated by an Evaluation Team comprised of the individuals listed as Selection Committee Reviewers in Appendix B. Proposals will be evaluated on the following criteria: consultant's understanding of proposed scope of work as outlined in this RFP, relevant project experience, qualifications of key personnel and expertise, references, partnership with a certified Supplier Diversity organization. See Appendix B for materials related to review of proposals submitted under this RFP.

Section 3. Proposal

1. Scope of Work and Deliverables

The Town is seeking consultants/consultant teams to prepare an advanced-concept feasibility study and preliminary design for a circumferential trail/trail network around Spot Pond in Stoneham and Medford. The preliminary design should serve as a concept to enable public discussion of benefits of alternative designs, serve as the basis for decisions regarding which designs to advance to construction drawings in the future, enable discussions of potential inter-municipal and inter-agency collaboration on trail construction and maintenance, and should include the layout of 2 potential alternative trail systems, with details on the advantages and disadvantages of each.

The Town of Stoneham anticipates that the work will consist of the following tasks. However, Proposers are free to recommend a different approach or to modify the scope as necessary to fit within the available budget, or to provide a superior deliverable. The final set of deliverables will be determined by a negotiation and discussion between the Town and the selected consultant and will be detailed in the final contract for services.

1. Base Map preparation: The consultant shall prepare base maps of the study area, which shall be bounded by Route 28 on the West, South Street on the North, Woodland Road on the East, and Elm Street and Wrights Pond Park on the South. Initial mapping will include research into, and mapping of, existing formal and "desire line" informal trails that may be able to be incorporated into a circumferential trail network around the Spot Pond Reservoir

2. Ownership mapping: Consultant shall prepare a map of ownership of the portions of the trails (e.g., MWRA, DCR, MassDOT). Note that these trail concepts need not be surveyed at this time; approximate boundaries available from existing GIS mapping will suffice for concept planning. However, locations of key sections of trail, especially along the western side of the pond, including areas that will need special treatment (e.g., boardwalks, stream bridge crossings, cut-and-fill side-slope trails with erosion controls) should be either surveyed or the location be determined by other means (e.g., GPS location mapping), in order to better understand how these trail segments related to critical natural resource constraints. Respondents to the RFP should outline their proposal for providing the necessary level of detailed mapping.

3. Critical Features Mapping: Consultant shall provide a map (based upon available MassGIS Data Layers and other sources) of critical natural resources (e.g., Priority and Estimated Habitat for Rare Wildlife, Certified and Potential Vernal Pools) and historical resources (e.g., the MHC Historic Inventory) that may be impacted by the potential circumferential trail network (e.g., wetlands and streams draining into Spot Pond, archaeological sites, endangered species habitats, vernal pools). This map should also show all other features of the study area (e.g., scenic view locations, existing parking/access points, other education/recreation facilities such as Zoo or boat rentals, existing foot/bike/mountain bike/horse trails, on-road existing bike routes, and existing

sidewalk network). The consultant should list, in their response to this RFP, the existing data layers, and any additional information from field reconnaissance that they feel would be most appropriate to include in the proposed resource mapping.

4. Trail/Trail Network Design:

    a. Consultant shall undertake research of methods/design elements used successfully in other trail construction in sensitive areas that may enable trail construction in sensitive areas around Spot Pond, as well as trail bottlenecks such as where I-93 Right of way is immediately beside the pond.

    b. To the maximum extent possible, the circumferential trail will be designed to meet state and federal ADA requirements. In the event that areas of the proposed circumferential/trail/trail system cannot be designed to include and accommodate persons with disabilities, the consultant must include accessible alternatives in the design, such as, but not limited to the details in c below).

    c. The proposed circumferential trail/trail system may be proposed as a multi-use (pedestrian/ADA-accessible/bike) in some areas, and in other areas the trail may bifurcate into separate trails designed for different groups of users (e.g., some trails over hillier ground may be pedestrian trails that do not meet ADA requirements, but in such cases, the goal will be to establish a separate ADA connection elsewhere to provide for a continuous circumferential route). Consultant should identify which areas will, and will not, be able to be ADA accessible, and provide alternatives e.g., propose options for an inner "more rustic" non-ADA footpath path and an outer ADA Accessible/bicycle/multi-use path. Note that outer ADA-accessible/multi-use path proposed route may extend into City of Medford, or to the West of I-93 along Route 28.

    d. A minimum of two alternative trail system concept designs shall be prepared by the consultant, discussed with the Town and property-owning agencies, and presented (along with the perceived advantages and disadvantages of each) at the second public meeting regarding the trail program.

    e. Consultant shall make initial recommendations for trail width and surface, wetlands crossings (e.g., initial recommendations regarding bridges vs. culverts, and rational for selected option), cantilevered boardwalks or other design ideas to address "choke points" on a potential circumferential trail (e.g., where I-93 north exit to Route 28 limits space between roadway and Spot Pond). Note that all bridges on the "pedestrian trail segments" should be expected to hold the weight of a horse and rider (in case the State Police choose to use mounted staff to undertake patrols); bridges on multi-use (ped/bike/ADA-accessible) trails should hold the weight of a vehicle. Concepts proposed should take these weight capacity requirements onto account. Designs of typical cross sections of each type of trail proposed (e.g., multi-use paved trail, unpaved pedestrian trail in more remote setting, cut-and-fill trail on side slopes) as well as examples of structural elements of trails needed for completion of the system (e.g., stream or wetlands crossings with structures designed to bear appropriate weights), should be included in materials presented by the consultant.

f. Trail design shall provide for critical access points for emergency responders.

g. Consultant will coordinate with DCR and MWRA regarding appropriate users of trails in the different elements of the circumferential network. It is assumed, in order to protect the water quality within the Spot Pond Reservoir, that horses would not be allowed on any elements of the circumferential trail system that are located to the East of I-93. Mountain Bike use should be reviewed with DCR. The proposed trail/trail network design shall include specific recommendations for design elements to ensure protection of water quality of Spot Pond as back-up reservoir, and to maintain other sensitive environmental features. DCR Horse and Mountain bike policies shall be kept in mind when planning routes for different users.

h. Consultant shall evaluate existing elements of circumferential trail (e.g., sidewalk along Woodland Road) and determine appropriate alternatives to eliminate user conflicts (e.g., by establishing separate trails for different users, or widening trails to allow less conflict).

5. Consultant shall host at least two initial conversations with Town of Stoneham Officials (TBD through discussions with the Town Administrator and Town Planner) via web and phone to discuss their goals for the trail.

6. Consultant shall coordinate with DCR (and MWRA) related to their overall plans for management of the Fells Reservation, and in particular the Spot Pond Emergency Back-up reservoir.

7. Consultant shall meet with all parties regarding what impacts environmental constraints and other considerations may have on the planning for (and future construction of) such a trail (e.g., endangered species habitat issues that may impact design or location, historic sites, optimal scenic views, view-ability and maintenance issues related to trail location, etc.). While no environmental permitting is required as part of this project, the consultant shall note where such future permits will likely be needed, and shall also identify potential issues or impediments to obtaining such permits.

8. Consultant will propose a public process that will include at least two opportunities for public input. Public events should initially propose to be run on zoom or a similar platform during pandemic shut-down, can also propose a hybrid public in-person/zoom meeting at the end of the process to gather input on the alternative trail system proposals in order to determine recommended final designs. In addition to public events, the consultant should meet (individually or as part of a focus group discussion) with appropriate non-profit organizations suggested by the Town Administrator (e.g., Friends of the Fells, Stoneham Community Development Corporation). The consultant, in the response to the RFP, shall specify the estimated number of meetings that will be allocated to meetings with such interest groups. The RFP response should also include an estimate of the total number of meetings that the consultant proposes to hold with the Town (including joint meetings with the Town and landowning agencies) during the duration of the planning process to keep them apprised of progress and to solicit necessary guidance on the project (It is assumed

that these meetings, which could occur remotely over a zoom link, would occur at least once every other month). The consultant shall also provide brief written monthly updates on progress to the Town in a format acceptable to the Town.

9. Final Deliverables shall include:

    a. All maps cited above.
    b. A report on public input received.
    c. A final map illustrating the proposed design of the circumferential trail/trail network which shall identify the type of trail to be constructed in each section of the circumferential trail.
    d. A report that shall include details on the rationale for the location of the proposed circumferential trail, typical cross sections of various trail types (e.g., paved multi-purpose trails, unpaved pedestrian trails, bicycle routes), and shall also provide standards for trail construction (e.g., depth of sub-based and thickness of pavement on paved sections, appropriate design and frequency of placement of erosion control mechanisms such as waterbars on hilly unpaved pedestrian trails, design of cut-and-fill slide-slope trails to prevent erosion of trails). Consultant will provide examples in RFP response. The report shall identify areas of the trail construction that will need temporary erosion control during construction, and will make recommendations for appropriate erosion control methods to be employed (see attached examples of trails on steep slopes adjacent to Charles River in Newton).

10. Consultant shall coordinate with the Town of Stoneham staff and shall propose, as part of the response to this request, a plan for regular opportunities for updates, as well as a formal presentation of advanced/final draft plans to the Select board. As noted above, time on this project should also be allocated for additional meetings (via Zoom, Teams, or similar on-line platform) with representatives from the land-owning agencies (DCR, MWRA, MassDOT).

2. Budget, Payment, and Schedule

- The contract amount will not exceed $70,000.00, which is available to the Town for this project. The selected consultant will provide a detailed budget, schedule, specifications, and deliverables for each task, which will be discussed with the Town, and a final edition of which shall be incorporated into the final contract. Should additional funds become available during the term of a final contract, the Town reserves the right to add additional funds to support related consultant work.

- Payment will be based on each deliverable accepted by the Town. The Town will withhold as retainage, 10% of the value of each deliverable until the final acceptance of all deliverables by the Town.

- All work should be completed using the vendor's own resources. The budget should be the fully loaded cost for each phase, including travel, software, hardware, etc.; no additional fees shall be assessed without the express written consent of the Town of Stoneham. Selected consultant shall only employ the services of contractors who are pre-approved by the Town.

- The selected consultant will be paid on a reimbursement basis following acceptance of deliverables according to a payment schedule to be finalized in the contract documents. Payments will not be made until deliverables and invoicing are received and approved by the Town. In no event shall payment be made in advance of the services provided.

3. STAFFING AND PRICE TABLE

Name	Title	Loaded hourly rate	Percent of time available to allocate to the project

Provide Resumes for each staff member identified in the Table above.

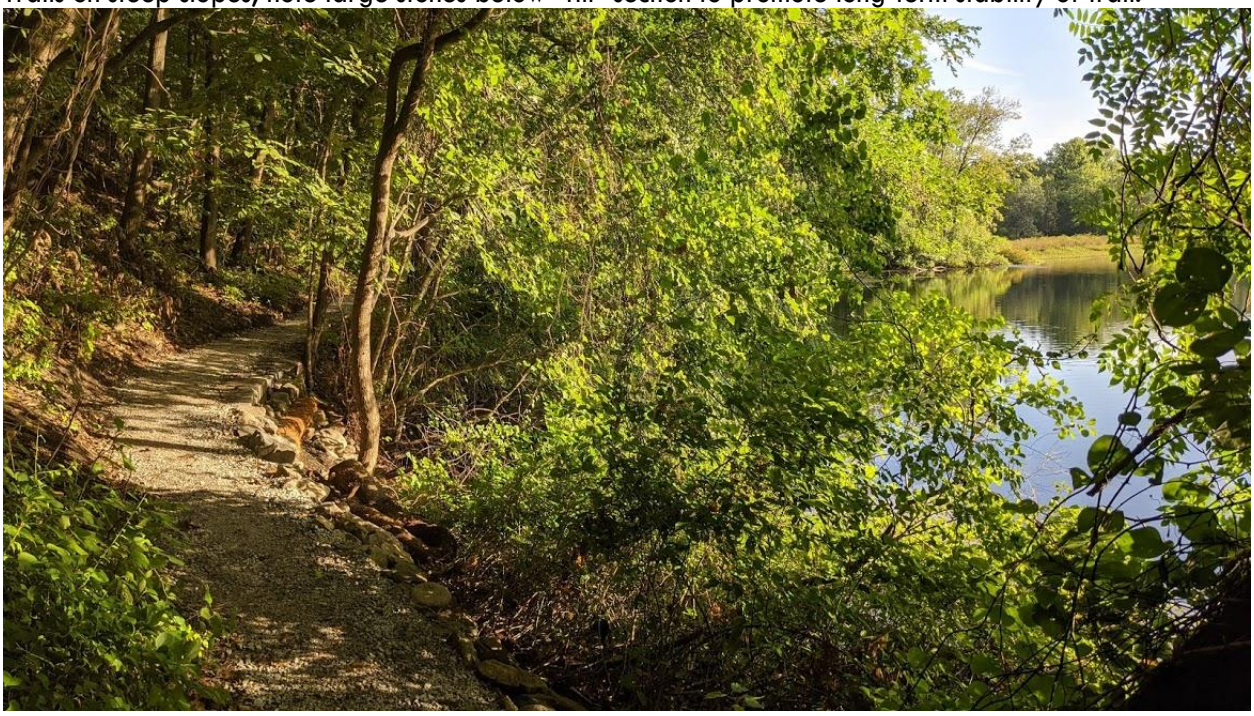
TASKS/DELIVERABLES AND ESTIMATED TIMELINE FOR COMPLETION

Task/Deliverable	Estimated time for completion	Milestones	Estimated price for the task/

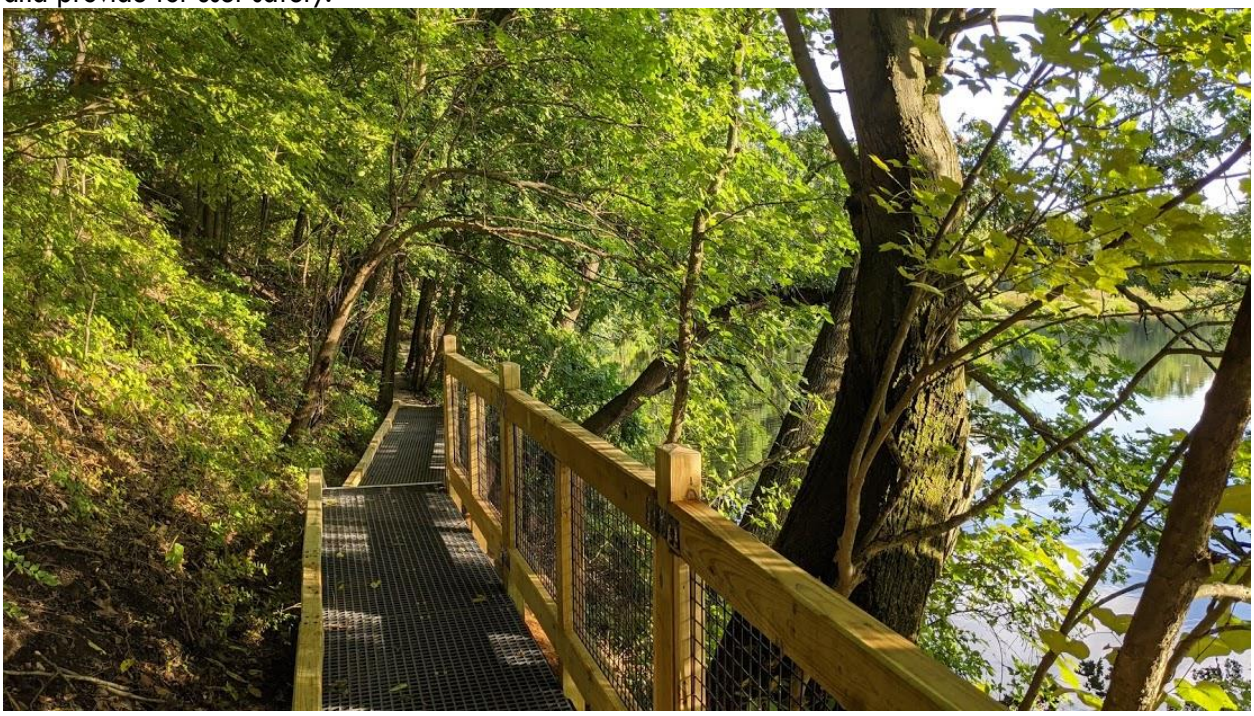
Total Estimated Price:_____

Charles River Trails examples:

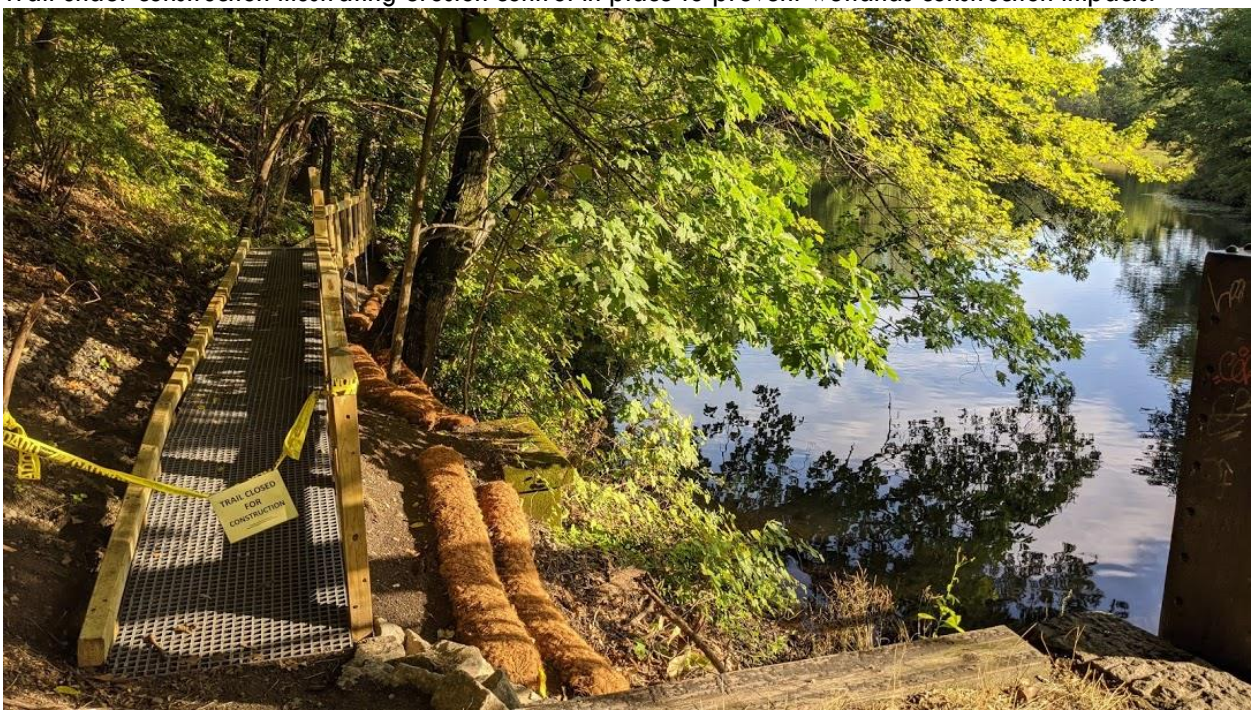
Trails on steep slopes; note large stones below "fill" section to promote long-term stability of trail:



Trail on Steep Slopes; note use of boardwalk to prevent erosion, to protect adjacent wetland resource, and provide for user safety:



Trail under construction illustrating erosion control in place to prevent wetlands construction impacts:



Section 4. Submission Instructions

RESPONSES ARE TO BE SUBMITTED ELECTRONICALLY.

ANY PHYSICAL SUBMISSION TO OUR LISTED ADDRESS WILL NOT BE ACCEPTED.

FOLLOW INSTRUCTIONS BELOW

It is recommended that all potential respondents give themselves enough time for any potential submission issues. If you encounter any issues with submitting your response, or if you find any of the guidance below to be inaccurate, please contact Kelsi Champley at: kchampley@mapc.org.

1. **COMMBUYS Submission**

Create an Account

For this RFP, responses are to be submitted online via the Massachusetts Operational Services Division COMMBUYS website https://www.commbuys.com/

To submit a response you must first create an account. We advise you create in advance. Any account issues should be directed COMMBUYS support @ OSDHelpDesk@mass.gov

Finding the RFP

Once you have created an account, you will be taken to the COMMBUYS Dashboard. Click the 'Document' drop down box and select 'Bids' and 'Open'.

Find the bid using the COMMBUYS bid number, buyer name, and organization. Using ctrl + F will assist you in finding the information. It is labeled 'Consultant for Preliminary Design for a Circumferential Trail' in the Description. The buyer is April Lanni and the Organization is the Metropolitan Area Planning Council. The Bid number listed on COMMBUYS is: BD-18-1327-STAO1-STAO-68956

If this is the first time starting your submission select 'Create New' in the far right corner under the Quotes column. If you are continuing a previously started response, select the link to your response.

Your Proposal

This will bring you to your 'quote'. You will notice 9 tabs (in order) underneath the heading: General; Items; Questions; Subcontractors; Notes; Terms & Conditions; Attachments; and Summary. You are not required fill out all the information for each tab. You are only required to submit the requested information detailed in the RFP.

Terms and Conditions

Click the 'Terms and Conditions' tab. You can download all RFP related files from here as well as the main bid page. Ensure you have accepted the terms and conditions of the bid located at the bottom of the page.

Attachments

To attach your response, select the 'Attachments' tab, click 'Add File'. All required documents, forms, and materials should be submitted via attachment. YOU MUST SEPARATE THE TECHNICAL AND PRICE PROPOSALS AND LABEL APPROPRIATELY. We will accept multiple file attachments for both the price and technical proposals. Be sure to name each file and use the description feature to differentiate any file as part of either the Technical or Price Proposal.

Only the dash special character is accepted by the system so ensure that your files do not include other special characters. Once your file is uploaded, click 'Save and Exit' to upload another file. Please reorder files appropriately on the main Attachment tab page once your files are all uploaded.

Submitting your Proposal

Once you have attached all necessary documents and accepted the terms and conditions, you are ready to submit your proposal. Click the 'Summary' tab and scroll to the bottom and click 'Submit Quote.'

Questions and Issues

If you encounter any issues with your COMMBUYS account, visit the COMMBUYS support page for assistance @ OSDHelpDesk@mass.gov.

If you encounter any issues with submitting your response, or if you find any of the guidance above to be inaccurate, please contact April Lanni at (781) 507-2421 or alanni@stoneham-ma.gov.

2. **Email Submission Process**

You will submit the same documents as email attachments to the designated lockbox email: rfp21-12@stoneham-ma.gov. This email submission process will also be sealed and unable to be accessed prior to bid opening. You MUST submit to both the email lockbox and the CommBUYS system.

Proposal prices and rates must remain firm for 90 days after the proposal opening.

Appendix A

1. Reference Form

Proposers must provide at least three (3) written references from public sector clients within the last five years. Proposers must use the questions below and the reference must complete and sign the form.

Answer the following questions:

a. Please describe your experience working with the bid Proposer. What services have they provided and over what period of time?

_____

_____

_____

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_____

b. Did the Proposer's work and deliverables meet the needs of your organization and the specifications of the project? Were there any times where the deliverables were not functional, reliable, or correct? If so, how was it handled?

_____

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c. How would you describe the bid Proposer's reliability in conducting its work on time and within cost?

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_____

d. How would you describe the communication and workflow with the Proposer?

_____

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e. Overall, how would you rate the Proposer's performance?

_____

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_____

f. Please share anything else that would be helpful to the Town, as you see fit.

_____

_____

_____

_____

_____

_____ _____
Reference Signature Reference Printed Name

_____ _____
Reference Company Reference Title

_____
Reference Email

_____
Date

Appendix A (cont'd)

2. *Town Contract*

TOWN OF STONEHAM SAMPLE CONTRACT – THE SELECTED CONSULTANT AGREES TO ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THE TOWN'S STANDARD CONTRACT. REQUESTED CHANGES WILL ONLY BE ALLOWED UPON THE WRITTEN APPROVAL OF THE TOWN OF STONEHAM.

SAMPLE CONTRACT

TOWN OF STONEHAM

STANDARD CONTRACT FOR GOODS OR SERVICES

GENERAL CONDITIONS

This contract is entered into on, or as of, this date by and between:

The Town of Stoneham

and

[**name and address of Vendor**]

Tel.#

1. This contract is for the procurement of XXXX in accordance with the documents attached hereto and made part of :

   [**All documents which make up the contract listed here**]

2. The contract price to be paid to the Contractor by the Town of Stoneham is:

3. Payment will be made as follows:

   [**In or within 30 days from receipt of invoice for services rendered.**]

4. Definitions:

4.1 Acceptance: All contracts require proper acceptance of the described goods or services by the Town of Stoneham. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the contract.

4.2 Contract Documents: All documents relative to the contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the contract.

4.3 The Contractor: The "other party" to any contract with the Town. This term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular contract. Use of the term "contractor" shall be understood to refer to any other such label used.

4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.

4.5 Goods: Goods, Supplies, or Materials.

4.6 Subcontractor: Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.

4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This contract shall be fully performed by the Contractor on or before [**INSERT DATE**] , **20XX**, unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the contract

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the contract shall be secured and paid for by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract and the Town of Stoneham shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance, and the right select among the remedies available to it by all of the above.

9. Statutory Compliance:

9.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulations shall control. Where applicable to the contract, the provisions of Massachusetts General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B: - Procurement of Goods and Services.
801CMR21.00 MGL c. 7
MA State Contract – PRF67/PRF69

9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and Towns, such law or regulation shall control.

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, bylaw, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, bylaws, regulations, orders and decrees; and shall protect and indemnify the Town of Stoneham, and its duly appointed agents against any claim or liability arising from or based on any violations whether by him or its agents, employees or Subcontractors of any such law, bylaw, regulations or decree.

10. Conflict of Interest:

Both The Town and the Selected Consultant stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or Subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C. Sec. 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Discrimination:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. Assignment:

Assignment of this contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

14. Condition of Enforceability against the Town:

This contract is only binding upon, and enforceable against, the Town if: (1) the contract is signed by the Town Administrator or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

15. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the contract is executed by the Contractor. This contract shall not be enforceable against the Town of Stoneham unless and until the Contractor complies with this section.

The Contractor (and subcontractors as defined in paragraph 4.6 of the Town Contract, General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Ch. 181, Section 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Stoneham shall be individually or personally liable on any obligation of the Town under this contract.

17. Notices:

Any notice permitted or required under the provisions of this contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the contract and to the Town of Stoneham by being sent to the Town Administrator, Town Hall, 35 Central Street, Stoneham, Massachusetts 02180.

18. Binding on Successors:

This contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument, together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of Stoneham shall be a party. One of the following "supplements" must also be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the contract requires. The Supplement contains additional terms governing the contract:

[*] SERVICES

SUPPLEMENT "S": Applicable to Contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B).

Dated: **[DATE]**

The Town of Stoneham by:

_____
Dennis Sheehan, Town Administrator

_____
Eric Duffy, Town Accountant

_____
Robert Galvin, Town Counsel

The Contractor by:

_____
Printed Name:
Title:

_____
Printed Name:
Title:

_____
Printed Name:
Title:

SUPPLEMENT "S"

1. This form supplements the Town of Stoneham, "Standard Contract for Goods or Services General Conditions," and applies only to contracts for the procurement of services.

2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

   Change orders may not increase the quantity of services by more than ten (10%) per cent.

4. Minimum Wage/Prevailing Wage:

   The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Section 26 to 27D (Prevailing Wage), as shall be in force and as amended.

5. Indemnification:

   The contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone from whose acts any of them may be liable in connection with operations under the Contract.

   5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense(a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and

(b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work of at any time due to defective work or materials.

5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

5.5 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract, which are: Public Liability - $500,000 for injuries, including wrongful death, to any one person, and subject to the same limits for each person, in an amount no less than one million ($1,000,000) dollars on account of one accident; Property Damage - Insurance shall be in an amount no less than one million ($1,000,000) dollars for each accident, and not less than one million ($1,000,000) dollars in the aggregate; Workmen's Compensation - Proof of Workmen's Compensations Insurance listing each worker assigned to the job site; and Automobile Insurance.

However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

Dated: DATE

The Town of Stoneham by:	The Contractor by:
_____	_____
Dennis Sheehan Town Administrator	Printed Name: Title:
_____	_____
Eric Duffy Town Accountant	Printed Name: Title:
_____	_____
Robert Galvin Town Counsel	Printed Name: Title:

Appendix B – Proposal Evaluation Materials

Consultant for Spot Pond Circumferential Trail Project

Proposal Evaluation Score Sheet

Name of Firm	
Reviewer	
Signature	
Date	

Criteria	Total Available Points	Individual Score	Comment
Understanding of the Scope of Work	20		
Qualifications of Key Personnel & Expertise	30		
Relevant Project Experience	30		
Interview	20		
Contractors and/or subcontractors are certified by the MA Supplier Diversity Office.	10		
Total Score (1-110)			

Town of Stoneham
Proposal Evaluation Score Sheet
For RFP for Consultant for Spot Pond Circumferential Trail Project

Guidelines for Scoring
Understanding of Scope of Work – Assess the extent to which the Bidder shows an understanding of the full scope of work, based upon the Response and (if appropriate) any interview**.** Up to 20 points for showing clear and complete understanding of the tasks to be undertaken.
Team Composition and Qualifications- – Assess the extent to which the Bidder demonstrated a good faith effort to assemble a team of professionals from requisite disciplines to provide services over the course of the contract for all areas of the scope of service. Assess the extent to which the Bidder provided a detailed presentation of the relevant qualifications of all key personnel assigned to the project, particularly those of the proposed Project Manager, and previous work conducted in the provision of consultant support services. Up to 30 points for exceptional qualifications.
Experience- Assess the extent to which the Bidder provided a detailed presentation of the experience and subject matter expertise that will support the purpose and scope of the project. This includes an assessment of previous engagements identified in the proposal, how it has successfully harnessed resources to achieve and exceed expectations, and how it has staffed and managed projects of a similar nature with proposed partnerships with other firms and interests. Up to 30 points for exceptional experience and subject matter expertise.
Interview - Assess the quality of the presentation and the preparedness of the Bidder as a means to determine their ability to prepare quality presentations for the public process elements outlined in the RFP Scope of Work. Up to 20 points for exceptional interview preparedness and presentation.
Supplier Diversity: For contractors and/or subcontractors who are certified by the MA Supplier Diversity Office, an additional 10 points shall be granted.

Town of Stoneham
Proposal Evaluation Score Sheet
For RFP for Consultant for Spot Pond Circumferential Trail Project

Firm Name	Total Score	Final Ranking
1.		
2.		
3.		
4.		
5.		
6.		
Reviewer Name and Number		
Reviewer Signature		
Date		

Town of Stoneham
Proposal Evaluation Score Sheet
For RFP for Consultant for Spot Pond Circumferential Trail Project

Conflict of Interest Statement

I have been designated to serve on a Selection Committee to evaluate consultants responding to the RFP for Consultants for the Spot Pond Circumferential Trail Project.

I have reviewed each of the proposals deemed responsive for evaluation, and disclose below any current or previous relationships with these firms, their subcontractors, or key personnel on the proposed project.

_____ I have determined upon this review that any current or prior relationship with these parties will not impede my ability to conduct an objective evaluation of the proposals and that I can continue to perform tasks associated with being a member of the Selection Committee.

_____ I have determined upon this review that any current or prior relationship with these parties may impede my ability to conduct an objective evaluation of the proposals and that I should be excused from further participation on the Selection Committee.

Reviewer Name and Number	
Reviewer Signature	
Date	

Town of Stoneham
Proposal Evaluation Score Sheet
For RFP for Consultant for Spot Pond Circumferential Trail Project

Selection Committee Reviewer Assignments

Dennis Sheehan, Town Administrator - Committee Chair- Reviewer 1
Erin Wortman, Town Planner - Reviewer 2
Representative from DCR - Reviewer 3
Representative from MAPC - Reviewer 4
April Lanni, Stoneham Procurement Officer: RFP Advisor

Town of Stoneham
Proposal Evaluation Score Sheet
For RFP for Consultant for Spot Pond Circumferential Trail Project

Firm	R 1	R 2	R 3	R 4	Total	Rank

Town of Stoneham
Proposal Evaluation Score Sheet
For RFP for Consultant for Spot Pond Circumferential Trail Project

Selection Committee Meeting Agenda

I. Introductions

II. Selection Committee Membership

III. Conflict of Interest Statements

IV. Review of Initial Scores and Rankings

V. Deliberations

VI. Final Scores and Rankings

VII. Next Steps and Options

VIII. Adjourn