

**Town of Hamilton
Hamilton, Massachusetts**

REQUEST FOR PROPOSALS

FOR

**CONSULTANT SERVICES FOR REVISION OF THE
HAMILTON ZONING BY-LAW**

Date July 7, 2015

PROPOSALS DUE:

August 3, 2015, 10:00 A.M. LOCAL TIME

Late Proposals Will Be Rejected

DELIVER COMPLETED PROPOSALS TO:

Town of Hamilton
c/o Patrick Reffett
Director of Planning & Inspections
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936
Phone: (978) 468 - 5584

NOTICE TO PROPOSERS

The Town of Hamilton (the Town), Hamilton Town Hall, 577 Bay Road, Hamilton, MA 01936, acting through the Town Manager and the Director of Planning & Inspections, invites the submission of Sealed Proposals for consultant services for recommended revisions to the existing Hamilton Zoning By-Laws and clarification/reproduction of the existing Hamilton Zoning Map. Copies of the Request for Proposals (“RFP”) may be picked up at the Hamilton Planning Office, Hamilton Town Hall, 577 Bay Road, Hamilton, MA, from Monday through Friday from 8:30 A.M. to 4:30 P.M., local time, beginning on July 7, 2015. Proposals, contained in separately sealed envelopes, will be received until 10:00AM, date August 3, 2015 at the Planning Office located on the second floor of Town Hall. Price Proposals and Non-Price Proposals shall be received in separately sealed envelopes, clearly marked “RFP: CONSULTANT SERVICES FOR REVISION OF THE HAMILTON ZONING BY-LAW - PRICE PROPOSAL” and “RFP: CONSULTANT SERVICES FOR REVISION OF THE HAMILTON ZONING BY-LAW – NON-PRICE PROPOSAL.” All Proposals shall comply with the Request for Proposals issued by the Town of Hamilton, including, without limitation, Section I Introduction, Section IV Proposal Submission Requirements and other directives as included within this RFP text. The Town reserves the right to waive any informality in or to reject any, any part of, or all Proposals in the best interest of the Town. Any Proposal submitted will be binding for sixty (60) calendar days subsequent to the deadline date for receipt of Proposals.

**TOWN OF HAMILTON
HAMILTON, MASSACHUSETTS**

REQUEST FOR PROPOSALS

FOR

**CONSULTANT SERVICES FOR REVISION OF THE
HAMILTON ZONING BY-LAW**

I. INTRODUCTION

In accordance with Chapter 30B of the Massachusetts General Laws (M.G.L. c. 30B), the Town of Hamilton (the Town), Hamilton Town Hall, 577 Bay Road, Hamilton, MA 01936, issues this Request for Proposals (RFP), seeking proposals from qualified firms/entities/persons to provide consultant services for necessary revisions to the existing Hamilton Zoning By-Laws and production of a clarified Hamilton Zoning Map.

Copies of Proposal Documents, including, without limitation, the RFP and all specifications, may be picked up at the above address on Monday through Friday from 8:30 A.M. to 4:30 P.M., local time, beginning on July 7, 2015 at 10:00 A.M. local time.

Ten (10) hard copies of each Proposal, together with one (1) copy in electronic format, shall be submitted by 10:00 A.M. local time, August 3, 2015, to this address:

Town of Hamilton
c/o Patrick Reffett
Director of Planning & Inspections
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936.

The clock in the Town Manager's office will be considered official. The Town's official Procurement Officer is Town Manager Michael Lombardo who will also be the contract signatory for the Town of Hamilton. No late Proposals will be accepted. Faxed Proposals are not acceptable. All Proposals shall conform to the requirements of M.G.L. c. 30B and applicable procurement regulations. Price Proposals and Non-Price Proposals shall be received in separately sealed envelopes, clearly marked "RFP: CONSULTANT SERVICES FOR REVISION OF THE HAMILTON ZONING BY-LAW - PRICE PROPOSAL" and "RFP: CONSULTANT SERVICES FOR REVISION OF THE HAMILTON ZONING BY-LAW - NON-PRICE PROPOSAL." The Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. Each Proposal shall be submitted in accordance with the Proposal Submission Requirements set forth herein in order to be

considered for award. All Proposals submitted shall be typed or printed using a standard twelve (12)-point font and a blank line between paragraphs. Pages shall be numbered.

BUDGET - The Town has budgeted \$50,000 for the effort as described herein. Proposals monetarily less than the budgeted number will be considered more competitive during the selection process so long as they accomplish the desired work requirements as described within the **BACKGROUND** Section below. The contract will be "not-to-exceed". The Town reserves the right to amend the contract for additional work via amendments should it so determine.

SCHEDULE - The Town desires a brisk pace to the revision process and envisions adoption of a new zoning bylaw which has at least fully addressed the intent of Phase 1 (see below) within Annual Town Meeting which will occur in early to mid April 2016.

No Proposer may withdraw its Proposal prior to the execution of any by both parties unless an award is not made after sixty (60) calendar days from the deadline date for receipt of sealed Proposals. All prices submitted in response to the RFP shall remain firm for sixty (60) calendar days from the deadline date for receipt of sealed Proposals. All Proposals shall be properly signed. Any Contract will be awarded within sixty (60) calendar days of the deadline date for receipt of sealed Proposals.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP. The Proposer further accepts all of the terms and conditions of this RFP. The successful Proposer shall be required to execute a Contract substantially similar to the Contract which is attached hereto and incorporated herein by reference.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined the RFP and is familiar with all the conditions of the proposed Contract. Upon finding any omissions or discrepancy in this RFP, the Proposer shall notify the Town immediately so that any necessary addenda may be issued. Failure of the Proposer to investigate completely /or to be thoroughly familiar with this RFP and any addenda shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

The successful Proposer who enters into a Contract with the Town shall be responsible for obtaining, at its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may, in its sole discretion, cancel this RFP or reject, in whole or in part, any and all Proposals, if the Town determines that cancellation or rejection is in the best interest of the Town. The Town may reject as non-responsive any Proposal that fails to satisfy any of the Proposal Submission Requirements.

The Town will waive minor informalities or allow the Proposer to correct them. Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Town prior to the deadline and shall be contained in a sealed envelope clearly marked "CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSAL FOR RFP: CONSULTANT SERVICES FOR REVISION OF THE HAMILTON ZONING BY-LAW." No corrections, modifications, or withdrawal of Proposals will be permitted after Proposals have been opened.

Any Contract will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 6, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

Nothing in this RFP will compel the Town to award a Contract.

The Town **will not** reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP, including costs incurred for site visits or preliminary engineering analyses.

Massachusetts General Laws Chapter 30B, Section 6, which is incorporated herein by reference, will govern all procedures. The Town Manager is the Town's Procurement Officer.

II. PRE-PROPOSAL CONFERENCE/QUESTIONS – TOWN WEBSITE CONTACT REQUIREMENTS

No Pre-Proposal Conference is scheduled.

Any questions regarding this RFP shall be submitted in writing and shall be delivered to the Director of Planning & Inspections by the close of business (4:30 P.M. **local time**) on July 24, 2015, to the following address:

Mr. Patrick Reffett
Director of Planning & Inspections
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

Questions may also be submitted to Mr. Reffett's attention at the following email address: PReffett@Hamiltonma.gov. Questions presented after this specified time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Proposers. It is the responsibility of perspective proposers and or bidders to check the Town's website for new information and any addenda or modifications to this solicitation. It is the responsibility of the perspective bidder to keep current the email address of the bidder's contact person and to monitor that email inbox for communications from the Town of Hamilton, including requests for clarification.

III. BACKGROUND

The Town seeks proposals from qualified firms or persons to provide consultant services for recommended revisions to the existing Hamilton Zoning By-Laws and Zoning Map. The Successful Proposer shall provide the Town with a revised Zoning By-Law and Zoning Map that satisfy federal, state, and local laws, rules, and regulations.

The Successful Proposer shall:

1. Regularly report to monthly meetings of the official Town of Hamilton Zoning By-Law Review Committee, which will be composed of representatives from the Board of Selectmen, Planning Board, Zoning Board of Appeals, Conservation Commission, Hamilton Development Corporation, as well as the Hamilton Town Manager and Hamilton Planning & Inspections Director, with the Director being the day-to-day point of contact on behalf of the Town. Each of the foregoing municipal bodies will appoint their representatives to the Town of Hamilton Zoning By-Law Review Committee, and these appointments will subsequently be confirmed by the Town of Hamilton Board of Selectmen. The Town of Hamilton Zoning By-Law Review Committee will be overseen by the Town of Hamilton Board of Selectmen.

2. Review and familiarize himself/herself/itself with all elements of the existing Hamilton Zoning By-Laws, Subdivision Rules and Regulations, Special Permit Rules and Regulations, Stormwater Management Rules and Regulations, the Hamilton Zoning Map and any other adopted town regulations regarding land use management.

3. Review existing planning studies undertaken by various town boards and official groups as available on the Town's website (HamiltonMA.gov) including: Hamilton Master Plan; Forum on the Future (Downtown Charette); Groundwater Protection Overlay District Map; Hamilton-Wenham Village Plan 2014 documents, the Town of Hamilton Open Space and Recreation Plan, the Town of Hamilton Subdivision Rules, and Regulations and other existing documents as appropriate to help inform the process. Consultant shall also review other relevant planning studies that may be currently in progress and available during the subject contract timeframe.

4. The work shall be undertaken in phases. The primary objective of Phase I is to review the existing Hamilton Zoning By-Laws to identify and to remedy internal conflicts and non-conformities with Chapter 40A of the Commonwealth of Massachusetts General Laws, to reorganize the document in a more logical, readable manner, add definitions, and to simplify language and concepts. This phase is not intended to produce substantive changes to the Hamilton Zoning By-Laws, but rather to provide a product that is in a more "user-friendly" document for boards, staff and the general public.

Phase I is not expected to involve substantial public input beyond interaction with the Committee within regular on-going meetings. Interviews with the Committee, town staff, attorneys, engineers, or others who are frequently called upon to interpret and administer the Hamilton Zoning By-laws is required. The consultant shall discuss their "diagnostic" recommendations with the Committee in detail once they have been determined. This phase shall result in a product prepared by the Consultant which can be adopted by the Town as an updated/upgraded zoning bylaw capable of implementation by the Town for its intended purpose. Consultant shall present the proposed product within a public hearing(s) to the Planning Board and afterward to Town Meeting resulting in an approved zoning bylaw as prepared by the Consultant.

Additionally this phase will produce a color coded zoning map based on the existing map and will clearly delineate zoning districts with respective individual zone district lines, property lot lines, roadways, transit right of ways, and other elements as appropriate to include within a zoning

map. The map will not introduce zoning changes but be identical to existing, historic legislation which created the existing zoning districts.

5. Phase II is intended to recommend additional appropriate improvements, based on local needs, substance gaps in the bylaw, best planning/land use management practices, etc., to the Town of Hamilton Zoning By-Laws. Consultant shall recommend and discuss such substance items in detail with the Committee and within a public process. Consultant shall provide recommended text additions suitable for the necessary Town approval process.

6. A detailed Work Plan based on the Phase I and Phase II approach as described herein, with a schedule and associated budget allocation will be recommended by the selected consultant and presented to the Town Manager and staff, afterward being the basis for the Work Plan for the Consultant and Committee. In addition to Phase I and the Map, the Town would like to pursue as many substance areas that the budget will allow (and should be shown by the Proponents budget proposal).

7. Below are examples of specific areas that are tasks identified to date which require revision / additions; this list is by no means exhaustive:
 - i. Integrate and/or consolidate all groundwater protection overlay district (GPOD) review requirements into Planning Board special permit reviews. All applicable State and Federal mandated aquifer protection requirements shall be included within the proposed text. Consultant and Committee to consider other GPOD bylaws from other communities for application purposes.
 - ii. Evaluate bylaw dimensionals (lot sizes, setbacks, etc) and numeric requirements (parking, etc)
 - iii. Remove expiration sun-setting clause from Senior Housing Bylaw.
 - iv. Propose revision of Open Space and Farmland Preservation Development (OSFPD); include within Table of Contents.
 - v. Propose possible revisions of the Estate Overlay District (EOD) to make the overlay a more viable approach for revitalization of existing estate properties.
 - vi. Propose Special Permit and Site Plan Review board review period term limits
 - vii. Propose exempting Town projects from Site Plan and Special Permit board review.
 - viii. Review existing commercial zones to consider accommodating mixed uses to include housing above commercial/retail uses.
 - ix. Prepare proposed language which shall address existing non-conforming properties, structures and uses and provide a means by which said properties may be altered.

- x. Recommend revisions to Site Plan, Special Permit, and other review processes to facilitate clarity in those processes for the boards, support staff, applicants, and the public.
- xi. Propose revision of Sign Regulations to be compliant with Constitutional requirements as most recently pronounced in *Reed v. Town of Gilbert*, No. 13-502 (S. Ct. June 18, 2015).
- xii. Propose revision of accessory and in-law apartments in residential zones.
- xiii. Propose clarification of home occupations in residential zones.
- xiv. Coordinate and consolidate defined terms throughout By-law.
- xv. Prepare working drafts (electronic) of proposed by-law recommendations at numerous stages throughout this process for review by and discussion with the Hamilton Zoning By-Law Review Committee, staff, and other boards and committees as applicable.

IV. PROPOSAL SUBMISSION REQUIREMENTS

I. PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit their price Proposals on the form entitled "Price Proposal Form" that is enclosed herewith. The **Price Proposal Form** shall include a price that includes the furnishing of all payments, insurance, and other costs incurred in the performance under the Contract, and signed by an individual authorized to bind the Proposer contractually.

II. NON-PRICE PROPOSAL

To be considered responsible and responsive and eligible to submit a Proposal for consideration of having the most advantageous Proposal, Proposers shall submit non-price Proposals that include the following documents:

A. Letter of Transmittal

Proposers shall submit cover letters with their Proposals. Each cover letter shall be signed by the Proposer, stating that the Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed Proposals.

B. Table of Contents

Proposals shall include a table of contents, properly indicating the section and page numbers of the information included.

C. Miscellaneous

- 1) A fully executed Proposal.
- 2) A fully executed Certificate of Non-Collusion (Attachment B).
- 3) A fully executed Certificate of Tax Compliance (M.G.L., c.62C, §49A) (Attachment C).
- 4) A fully executed Conflict of Interest Certification (M.G.L. c.268A) (Attachment D).
- 5) A fully executed Certificate of Corporate Proposer (Attachment E).
- 6) A fully executed Certificate of Compliance with M.G.L. c. 151B (Attachment F).
- 7) A fully executed Certificate of Non-Debarment (Attachment G).
- 8) A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met, shall be submitted with the proposal documents.
- 9) The name, address, telephone number and email address of the individual submitting the Proposal who will serve as the organization's primary contact with the Town.
- 10) The identity of the individual, partnership or corporation applying for contract award and credentials of the personnel who would actually perform the work, as well as their managers, and the nature of the supervision. State the responsibilities of each of the work personnel. If the proposer intends to sub-contract the photography or any other work required in the scope of services, the sub-contractor shall be identified. Sample work products are required for all personnel. This item is a major determinant in assessing the proposer's qualifications and shall be incorporated as a condition in the contract to be awarded.
- 11) An applicant qualifications statement, including professional qualifications and work experience attesting to capacity to perform the required work program. Include resumé(s), detailing academic and professional work experience attesting to capacity to perform the required work program. Resumés are required for all work personnel.
- 12) A detailed explanation of the proposer's approach to the work: methodology, demonstrated understanding of the scope of work and completion deadline, and the proposer's expectations of assistance and services from the Town. A technical work plan and timeline for accomplishing the tasks described in the scope of services shall be provided.
- 13) A client reference list, with names, addresses, telephone numbers, and e-mail addresses (if available) especially for clients for whom the proposer has performed similar services within the past five (5) years.
- 14) Any other information deemed relevant to the work, and which the proposer believes will further the competitiveness of the proposal.
- 15) A statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Proposer.

V. SELECTION CRITERIA

1. Minimum Evaluation Criteria

In order to be considered, a Proposal shall comply with the requirements set forth in Section IV above.

2. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.

The Review Committee shall rate and rank each technical proposal meeting the Minimum Evaluation Criteria according to the Comparative Evaluation Criteria listed below. The Fee Proposal Forms will then be opened and reviewed. The Review Committee will then select the most overall advantageous proposal.

2.1. Quality and Depth of Work Experience

Highly Advantageous – The proposal demonstrates experience appropriate to the work described herein with five (5) or more similar projects.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates experience appropriate to the work described herein with three (3) to five (5) similar projects.

Not Advantageous – The proposal demonstrates experience appropriate to the work described herein with less than three (3) similar projects.

2.2. Qualifications of the Proposer

Highly Advantageous – The proposer's resumé(s) demonstrate(s) that proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.

Advantageous – The proposer's resumé(s) do/does not meet the above category for highly advantageous, but demonstrate(s) that proposer has adequate training, educational background and work experience appropriate to the work described herein and all key

work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The proposer’s resumé(s) do/does not demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

2.3. Desirability of approach to the work, demonstrated understanding of the community’s needs, and proposer’s ability to undertake and complete this work in a timely manner.

Highly Advantageous – The proposal demonstrates a superior approach to the subject material and a superior understanding of the issues addressed by the work, as well as a time schedule that exceeds the work requirements. All references confirmed that proposer had met schedule expectations and delivered an “on-time” work.

Advantageous – The proposal does not meet the above category for highly advantageous, but demonstrates a good approach to the subject material and a good understanding of the issues addressed by the work, as well as a time schedule that meets the work requirements. All references confirmed that proposer had met schedule expectations and delivered an “on-time” work.

Not Advantageous – The proposal does not demonstrate a good approach to the subject material and a good understanding of the issues addressed by the work, and/or the proposal fails to indicate a time schedule that meets the work requirements, and/or at least one (1) reference indicated that proposer had been unable to meet the agreed-upon work schedule.

2.4. Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the proposer and would use them again for similar work without hesitation.

Not Advantageous – One (1) or more reference stated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverables.

2.5. Completeness and Quality of Proposal

Highly Advantageous – The proposal is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the Town. Proposal demonstrates excellent communication and documentation skills.

Advantageous – The proposal does not meet the above criteria for highly advantageous, but the proposal is complete, informative, and meets criteria for responsiveness. The proposal demonstrates a good level of communication and documentation skills.

Not Advantageous – The proposal lacks a comprehensive approach, but meets criteria for responsiveness. Communication and documentation skills are not demonstrated. The proposal does not clearly indicate that the proposer is able to perform in a manner that is acceptable to the Town.

VI. PROPOSAL SUBMISSION

Five (5) copies of the Proposal, together with one (1) copy in electronic format, shall be submitted by 10:00 A.M. LOCAL TIME, August 3, 2015, to this address:

Town of Hamilton
c/o Mr. Patrick Reffett
Director of Planning & Inspections
Hamilton Town Hall
577 Bay Road
Hamilton, MA 01936

After this stated time they will be opened in confidence in accordance with M.G.L. c. 30B, §6 (d).
Proposals received after that date and time will be rejected.

VII. INTERVIEWS

After review of the technical proposals, the Review Committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked on their presentation.

VIII. FINAL SELECTION AND AWARD

The Review Committee will review and rate the non-price proposals. The Review Committee will then open and review the envelopes labeled "Price Proposals" and rank them. The Town Administrator will then consider the Review Committee's rankings, based on the evaluation criteria and the price proposal.

Based upon the Review Committee's analysis of both the Price-Proposal and the Non-Price Proposal, the Town Administrator will make a recommendation to the Board of Selectmen concerning which Proposal, if any, the Town should accept. The Board of Selectmen will then decide whether a Contract will be awarded. Any Contract will be awarded, if at all, pursuant to Massachusetts General Laws Chapter 30B, Section 6, to a responsive and responsible Proposer who has submitted the most advantageous Proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

IX. COMPLIANCE WITH LAWS

The Successful Proposer shall comply with all provisions of Federal, Massachusetts and Town of Hamilton law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational

Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

X. INSURANCE

The Successful Proposer shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the successful Proposer complies with all applicable insurance requirements, without limitation, the requirement to submit endorsements or riders, which include the required language mandating that the Town of Hamilton shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

XI. INDEMNIFICATION

The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

XII. CORI/SORI REQUIREMENTS

Subject to any and all rights and limitations placed upon those rights by the Massachusetts General Laws, the Town shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Successful Proposer or of a subcontractor of the Successful Proposer who shall work under this contract. Notwithstanding any other provision of this Agreement, subject to the laws of the Commonwealth of Massachusetts, the Town may refuse to allow any such employee to work under this Agreement if the Town, in its sole discretion, determines that such employee is not suitable for work under this Agreement based upon the results of such CORI or SORI information. The Town shall keep such information in a confidential file.

XIII. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form

Attachment B - Certificate of Non-Collusion

Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)

Attachment D - Conflict of Interest Certification (M.G.L. c.268A).

Attachment E - Certificate of Corporate Proposer

Attachment F - Certificate of Compliance with M.G.L. c. 151B

Attachment G - Certificate of Non-Debarment

Attachment H - Contract

**ATTACHMENT A
TOWN OF HAMILTON
PRICE PROPOSAL FORM**
(To be submitted in Envelope B)

(2 pages)

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for Consultant Services for Recommended Revisions to the Existing Hamilton Zoning By-Laws and Zoning Map.

Printed Name of Proposer:

Address:

The PROPOSER hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

Not to exceed cost to complete the work:

TOTAL COST: _____ (\$ _____ . ____)

Note: Ten (10) copies of proposal are to be submitted.

Authorized Signature

Printed Name

Printed Title

If a Corporation:

Full Legal Name _____

Officers of Corporation and Addresses _____

State of Incorporation _____

Principal of Business _____

Qualified in Massachusetts Yes _____ No _____

Place of Business in MA- _____

Telephone - _____

Full Legal Name of Surety Company _____

Principal Place of Business _____

Place of Business in MA _____

Telephone - _____

Date - _____

TOWN OF HAMILTON

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under 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.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF HAMILTON

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF HAMILTON

ATTACHMENT D
CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Contract (pursuant to this RFP) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the transaction outlined in the Request for Proposals.
5. Proposer understands that the Proposer, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer - _____

Address of Proposer - _____

Telephone Number - _____; Cell Phone Number _____

By: _____

Printed Name

(Signature)

Printed Title

Date

**TOWN OF HAMILTON
ATTACHMENT E
CERTIFICATE OF CORPORATE PROPOSER**

I, _____, certify that I am the _____ of the Corporation named as Proposer in the attached Proposal; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

(Printed Name)

(Printed Title)

(Date)

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF HAMILTON

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds, as applicable, if they have been established in conjunction with this Request for Proposals.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

(Printed Name)

(Printed Title)

(Date)

TOWN OF HAMILTON

ATTACHMENT G

CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Hamilton within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

(Printed Name)

(Printed Title)

(Date)

TOWN OF HAMILTON

ATTACHMENT H
CONTRACT

(SAMPLE CONTRACT DOCUMENT)

642911v1

CONTRACT FOR SERVICES

TOWN: The Town of Hamilton

TOWN'S REPRESENTATIVE:

VENDOR:

PROJECT:

SITE:

DATE:

BUDGET:

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:

**MINIMUM
INSURANCE LIMITS**

General Liability (Bodily Injury & Property Damage):	\$1,000,000.00
General Liability – Aggregate:	\$3,000,000.00
Worker’s Compensation:	\$ (as required by law)
Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$2,000,000.00
Umbrella Liability – Aggregate:	\$2,000,000.00
Professional Liability (Errors & Omissions):	\$2,000,000.00
Professional Liability – Aggregate:	\$2,000,000.00

COMPLETION DATE:

PERSONNEL AND SUBCONTRACTORS:

Vendor’s Team:

Subcontractors:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN:

VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Approved as to availability of funds:

By: _____

Title: _____

Approved as to form:

By: _____

Title: _____

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.
- b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.
- c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the Town, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.
- d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.
- e. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the Town and the Vendor shall immediately deliver or otherwise make available such Materials to the Town.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at

least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

Any Subconsultant employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subconsultant or of any person or business entity for whose performance the Subconsultant is legally liable arising out of the performance of the contract for Subcontractor services. The Subconsultant shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subconsultant by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. **INDEMNIFICATION**

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment,

subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.

d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Essex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any

appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ethnicity, age, sex, genetic information, sexual orientation, gender identity, veteran's status, or disability. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

15. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Exhibit C

PRICING SCHEDULE