

TOWN OF BEDFORD

RFP

Great Road Zoning Project

August 2, 2016

Proposals to be received by:
11:00 a.m. on August 31, 2016
10 Mudge Way
Town Manager's Office
Bedford, MA 01730

Town of Bedford, Massachusetts

Request for Proposals

Great Road Zoning Project

The Town of Bedford, Massachusetts is a suburban community located 15 miles northwest of Boston. Bedford encompasses 13.9 square miles and has a population of approximately 14,000. The Town desires to retain a professional consultant to conduct a Zoning Project along the Great Road and a portion of North Road from The Great Road to Carlisle Road for the Town of Bedford (hereinafter referred to as “The Zoning Project”).

This Request for Proposals is for consulting services to complete the Zoning Project, including conducting a comprehensive land use and regulatory analysis to make extensive changes to the old and outdated zoning along The Great Road (MA Routes 4/225), the Town’s main street, with detailed analysis and critique of all aspects of the present zoning; a database to understand the built environment and existing businesses operating in it; a project of available zoning options and tools, and a wide-ranging set of new zoning articles that bring Bedford’s business zoning bylaws into the 21st century by encouraging the kind of growth and development that furthers the Town’s vision, as expressed in the Town’s 2014 Comprehensive Plan and other important policy documents cited in the RFP. The projected contract start date is on or about September 26, 2016.

Sealed proposals for the Zoning Project must be received, in-person or by postal mail, by the Town Manager’s Office, 10 Mudge Way, Bedford, Massachusetts 01730 by 11:00 a.m. on August 31, 2016. The clock at the Town Manager’s Office will be considered official. Any interpretation or supplemental information provided to respondents will be issued in the form of written addenda to the RFP and will be sent by email to all persons on record as having received the RFP.

Faxed proposals and emails of proposals are not acceptable. With submission of a proposal, the proposer acknowledges that he, she, or it has read and understands the requirements and conditions herein. Regardless of the cause of delay, no proposals that are received after the deadline shall be given any consideration. The responsibility for ensuring the receipt of proposals before the specified closing time is incumbent upon the proposers.

Separate *sealed* PRICE and NON-PRICE Proposals, pursuant to Massachusetts General Laws Chapter 30B, are required.

By submitting a proposal, the proposer agrees that its proposal(s) shall be firm and may not be withdrawn for a period of forty-five (45) days, Saturdays, Sundays and legal holidays excluded, after the opening of the proposals on August 31, 2016. The Contract will be awarded to the most advantageous responsive and responsible proposer capable of performing the services contemplated and meeting the minimum criteria set forth in Section 2, Specifications for Zoning Project. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in Section 1, General Instructions to Proposers.

Contract documents consisting of General Instructions to Proposers, Specifications for Zoning Project, Proposal Forms, Contract and other documents may be examined by contacting the Chief Procurement Officer. The Town reserves the right to accept or reject, in whole or in part, any or all proposals or take whatever other action may be deemed to be in the best interest of the Town of Bedford.

This Zoning Project will be fully funded by the Town of Bedford.

Town of Bedford, Massachusetts
Request for Proposals
Great Road Zoning Project

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Town of Bedford, Massachusetts
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1. General Instructions to Proposers

A. General Statement of Service

The work contemplated shall consist a Zoning Study pertaining to the Great Road and a portion of North Road as described in Section 2 of this Request for Proposals (RFP) Document. The projected commencement date will be on or about September 26, 2016 and end with the conclusion of the 2018 Annual Town Meeting (expected by first week of April 2018).

B. Invitation to Submit Proposal

Contract documents consisting of General Instructions to Proposers, Specifications for Zoning Project, Proposal Forms, Contract, and other documents may be examined and/or obtained at the Town Manager's Office, 10 Mudge Way, Bedford, Massachusetts 01730. Sealed proposals for Zoning Project will be received by the Town of Bedford at the same location, until 11:00 a.m. on August 31, 2016. Each proposer must submit separate sealed PRICE and NON-PRICE proposals as outlined in these General Instructions to Proposers.

C. Schedule

Award of Contract: Proposals will be evaluated and successful proposer notified on or about Wednesday, September 14, 2016 with a final contract award by the Bedford Selectmen scheduled for September 19, 2016. All proposers will receive notice of the final award.

D. Communication and Requests

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offer shall be with the representative identified in Section I below. At any time before August 26, 2016, proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Only written responses provided as addenda to the RFP shall be official and all other forms of communication with any officer, employee or agent of the Town of Bedford shall not be binding. The Town reserves the right to reject any proposed change to the RFP requested by the proposers.

E. Addenda to RFP

The Town of Bedford reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. The Town of Bedford shall provide copies of addenda to all prospective proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addendum shall not relieve the proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals by inclusion of the Amendments to Request for Proposals form in their proposals (which can be found in Section 6 of this document).

If the Town of Bedford determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Town of Bedford determines will allow proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

F. Proposers' Examination of Documents

Each proposer is expected to examine carefully the location of the contemplated services, the proposed work, the complete proposal, plans, specifications, special instructions and provisions, and contract forms before submitting a proposal. Failure to do so will not relieve a successful proposer of his/her/its obligation to furnish all service, equipment, labor and materials necessary to carry out the provisions of this Contract. The submission of a proposal shall be considered prima facie evidence that the proposer has made such examination of the proposed services, work, proposal, plans, proposals, specifications, special instructions and provisions, and contract forms, and is familiar with the conditions to be encountered in performing the services and as to the requirements of the contemplated services, plans, specifications, special provisions and contract.

G. Submission of Proposal

Proposers are required to make their proposal on the Proposal Forms which are part of these documents and each Proposal Form, where indicated, shall carry the signature of the proposer. The PRICE Proposal (one (1) copy) and the NON-PRICE Proposal (six (6) copies) shall be submitted in two (2) separate sealed envelopes bearing on the outside the name and address of the proposer, and the inscription "Zoning Project PRICE Proposal" on one of the envelopes and "Zoning Project NON-PRICE Proposal" on the other. In addition and concurrently with the above submissions, an electronic copy of NON-PRICE Proposal and all required and supporting documents shall be submitted on a CD or USB thumb drive and enclosed in the sealed envelope containing the NON-PRICE Proposal.

All proposals shall be signed correctly, in ink, in the following manner:

- ◆ If the proposal is made by an individual, that individual's name and address shall be given.
- ◆ If the proposal is made by a partnership or corporation, it shall be signed by a duly authorized person, who shall give his/her name and title as well as the name and address of the partnership or corporation.
- ◆ If the proposal is made by a partnership, the names and addresses of the individual members shall be given.
- ◆ If the proposal is made by a corporation, the name and the State under the laws of which said corporation is chartered and the names, title, and business addresses of President, Treasurer, and Managers shall be given.

On the PRICE Proposal Forms, the proposer shall specify prices in both words and figures, in ink or type. In case of a discrepancy between the words and the figures, the written words shall govern. The PRICE Proposal envelope will remain sealed until the NON-PRICE (technical) proposal has been evaluated.

NON-PRICE Proposals should include all necessary information for the Evaluation Team to properly evaluate the capabilities of the proposer including the following:

1. Letter of Transmittal.
2. Overview of the firm or consultant team.
3. Personnel – biographies (short form) of key personnel, designation of specific project roles and full resumes of the same personnel showing present and former employment with dates, projects on which they worked, and, if applicable, publications, professional development, teaching and other supportive activity(ies).
4. Qualifications - detailed descriptions of the most relevant, major zoning projects, some of which must be in Massachusetts. Descriptions must be sufficiently detailed so as to make clear the extent of public participation, the technical data and studies produced by the proposer in support of the assignment, the time duration of the project, total project consulting costs whenever possible/applicable, and any features of the project that make it stand out as an example of noteworthy work.

5. Plan of Services - based on the detailed Scope provided in this RFP, provide a Plan of Service reflecting the level of effort necessary to accomplish said Scope, including commitments of key personnel to this Zoning Project.
6. References - from sources for the **five (5)** most relevant projects, including full contact information.
7. Affirmation that specific insurance requirements including specified coverages and amounts as specified in Section 2.H of this RFP will be met.
8. Affirmation that the proposer will execute the Contract as included in this RFP
9. Statement of partnership or corporate status (if necessary).
10. Certificate of Non-Collusion.
11. Certificate of Tax Compliance.
12. All other information as requested herein.

Proposers may withdraw their proposals provided the request is in writing and in the hands of the Town Manager (Chief Procurement Officer) before 11:00 a.m. on Friday, August 26, 2016. Any such proposal will be returned unread. Once the proposals are opened, no proposers will be allowed to withdraw their proposals. Proposers may modify proposals that they have submitted to the Town by submitting the modification in a separate sealed envelope before 11 a.m. on Friday, August 26, 2016. Proposers may not modify proposals after 11:00 a.m. on Friday, August 26, 2016.

The Town of Bedford reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

There shall be no negotiations regarding the RFP once it has been released. The proposals received by the Town will not be publicly opened. A register will be kept of all proposers and modifications at the time of proposal opening.

H. Contract Evaluation and Award

Evaluations will be based on any and all information obtained by the Town of Bedford, including an analysis of the submitted proposal documents and verification of references. The Town reserves the right to contact sources from whom references were not provided.

Proposals which are incomplete or obscure may be rejected. Proposals which contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as informal or improper, all as provided for pursuant to M.G.L. c. 30B or as the Town of Bedford otherwise deems appropriate. Any or all proposals will be rejected if there is a reason for the Town to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration in future proposals for the same work, and the proposer may be disqualified from proposing on any future work for the Town of Bedford.

After proposals have been assigned ratings by the Evaluation Team based on each of the evaluation criteria specified in Section 3, a composite rating will be assigned to the proposals based on the Evaluation Team's overall assessment of the individual ratings weighted as they deem appropriate. The most advantageous proposal(s) will be recommended to the Town Manager (Chief Procurement Officer). The PRICE Proposals will then be opened to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and evaluation criteria set forth in the request for proposal. The Bedford Selectmen shall have final authority to award the contract. The contract is expected to be awarded on or about September 19, 2016.

The Town of Bedford reserves the right to waive any minor informalities, to accept or reject any or all proposals or take whatever other action may be deemed to be in the best interest of the Town of Bedford.

For **general information** regarding this procurement, contact Richard T. Reed, Town Manager and Chief Procurement Officer, Town Manager's Office, 10 Mudge Way, Bedford, MA 01730 (Telephone: (781) 275-1111). Any **specific or detailed questions** with regard to the Zoning

Project should be directed to Catherine Perry, Assistant Planner, Planning Department, 10 Mudge Way, Bedford, Massachusetts 01730 (Telephone: (781) 275-1548). This individual has been duly delegated responsibility for responding to such questions by the Chief Procurement Officer.

Town of Bedford, Massachusetts
Request for Proposals
Great Road Zoning Project

2. Specifications for Great Road Zoning Project

A. Description of Project

A professional Consultant is sought to take the primary role in preparing a package of comprehensive and detailed zoning amendments for adoption by Town Meeting, in which the predominantly retail zoning districts along and near The Great Road (Routes 4/225)—existing **Limited Business and General Business**—are substantively and substantially modified, revised and/or replaced, to make the business zoning provisions more functional and up-to-date, as well as flexible in desirable ways. The Consultant is expected to perform the large part of the work from project commencement to Town Meeting adoption, but under close supervision of Town project management staff, and potentially influenced by an extensive public process involving all interested parties and groups. The duration of the Zoning Project beginning the time of awarding the contract will be approximately eighteen (18) months (with the objective to present zoning amendments at Annual Town Meeting commencing in March 2018).

1. Project Schedule:

The proposed Zoning Project will commence on or about approximately September 26, 2016 and run until the conclusion of the 2018 Annual Town Meeting (expected by first week of April 2018). The Town of Bedford reserves the right to amend the schedule for the Zoning Project during its course of completion. Proposers should propose an hourly rate that includes the cost to extend the project after the conclusion of the 2018 Annual Town Meeting in the event of special circumstances as determined and requested by the Town.

The Town reserves the right to cancel or delay the Zoning Project in the event the Town deems it in the best interests of the Town to do so. The Town will notify the Contractor of such cancellation or delay and the Town will only compensate the Contractor for the hours of service provided until the point of delay or cancellation.

2. Consultant Expertise:

The prime consultant (lead firm) must possess highly relevant and extensive credentials among its lead personnel in the area of preparation and implementation of major and complicated zoning initiatives and amendments, particularly in Massachusetts municipalities. The firm must possess a demonstrable record of achievement in such aspects of the subject as: drafting or recodification of zoning laws, drafting and presentation of major zoning amendments, and preparation of zoning diagnostic studies or audits. Other relevant experience of a helpful but ancillary nature may include: preparation of special zoning studies or sub-area zoning plans; and preparation of broader papers, studies or surveys on wider zoning and community planning topics. The project personnel may be employed by a larger, multi-disciplinary firm (such as engineering, architecture or law), a small planning practice, or be a sole practitioner. One or more sub-Consultants may be utilized on a team, but the majority of the pertinent zoning expertise must be with the prime consultant.

3. General Project Assumptions

- a. The Planning Department staff and Planning Board will manage the project for the Town of Bedford, be the point of primary contact for the Consultant, facilitate contacts and data collection for the Consultant, and coordinate participation among stakeholders and interested parties.
- b. The basic core stakeholder group that will be invited to open public participation sessions will include, in addition to the Planning Board, the following: Selectmen & Town Manager;

- Zoning Board of Appeals; Economic Development Coordinator; other Town committees; Chamber of Commerce; representative business operators and property owners; residents (especially those residing within the study area); and other interested parties and groups.
- c. The Town of Bedford staff will be primarily responsible for producing or bearing the costs of preparing maps and graphic depictions of the study area, land use options and proposed zoning changes, as well as for large-distribution printing/photocopying beyond basic printing for direct project participants (such as with Town Meeting copies). However, this responsibility shall not be construed to preclude the provision of additional graphic and photographic support material by the Consultant.
 - d. The project will be further informed by the need to attain consistency with the 2014 Bedford Comprehensive Plan and its goals, strategies and actions in regard to the Great Road business corridor, as well as the Great Road Master Plan and the Pedestrian/Bicycle Master Plan.
 - e. Technical support and public information produced using advanced visualization software and techniques are not mandatory, due to the costs involved. However, respondents are free to include such services in their Scope and build them into their cost estimate.

4. Project Area

The area for the Zoning Project includes all parcels of land that abut:

- a. the Great Road from its intersection with Shawsheen Road and Pine Street to its intersection with North Road and Concord Road; and
- b. North Road from its intersection with The Great Road and Concord Road to its intersection with Carlisle Road.

5. Consultant Detailed Scope of Services Specifications:

Task 1: Basic Reconnaissance

- A. Organizational Meeting: Meet with project management staff from Town, gather readily available data and material, discuss and refine project in detail, facilitate contact and communications, tour study areas, do photography.
- B. DELIVERABLE #1: Mapping by Corridor Study Area, with Similar Sub-Areas: Identify all locations on The Great Road where Limited Business (LB) and General Business (GB) apply, classify by *sub-areas of generally similar character and size* (such as town center, large scale commercial, small Great Road strips like Blue Ribbon), depict in study area base map at an appropriate scale, showing lot boundaries, building footprints and parking, as well as existing zoning districts. (Note: it is assumed that this corridor base mapping work will be produced by the Bedford Department of Public Works GIS staff, in close coordination with the Consultant and Planning staff).
- C. Source documents: Consultant scrutinizes key documents such as the Comprehensive Plan, the Great Road Master Plan, capital budgets as they pertain to projects along The Great Road, the Pedestrian/Bicycle Master Plan, and others.
- D. Follow-through: Briefly coordinate at staff level after material is scrutinized, to discuss available data, past history and any information that requires refinement to or clarification of the scope of work.

Task 2: Zoning Diagnostic/Audit for Existing Limited Business and General Business and related provisions:

Prepare detailed analysis and critique of portions of the existing Bedford Zoning Bylaw, as it pertains to the business districts along the Great Road from Shawsheen Road to the North Road/Carlisle Road merge, including all Limited Business and General Business (not a diagnostic of the entire Zoning Bylaw). The center of Bedford in the area around the Town Common and, most importantly, the North Road Mixed Use Overlay Districts shall be included in the analysis. Identify non-conformities, the mixed use overlay district and confluence with the historic district).

- A. Individual Interviews: Conduct interviews among a small but greatly representative group of those most involved with business zoning and development, to quickly learn their perceptions about present zoning. Likely interviewees (in addition to Planning Board): certain Town department heads; a member of pertinent boards and committees and town departments (such as Selectmen, Zoning Board of Appeals, Town Manager, Economic Development Coordinator and others), and other representative(s) of property owners and retail business operators, and other parties with a direct stake in business zoning. These are one-on-one interviews to provide quick feedback to the Consultant and Planning Board.

- B. DELIVERABLE #2: Interview write-up: Summarize interviews in a brief memorandum to staff.
- C. Detailed Critique of Standards: Analyze LB and GB zones in terms of allowed, conditionally permitted, prohibited and obsolete uses; use classifications and definitions in the text; dimensional and bulk & massing standards; density/floor area entitlements; parking requirements, and aesthetic considerations as they fall within zoning purview. Note anomalies and undesirable or conflicting provisions, obsolete quantitative requirements and standards and why they are undesirable, conflicting or obsolete.
- D. Analysis of Permitting Practices: Analyze permitting procedures and responsibilities, identifying conflicts, redundancies or inadequate permitting practices and the consequences of continuing to have them in the Zoning Bylaw (ZBL)
- E. General Changes Recommended: Outline general options and strategies for updating, improving or correcting any study area/sub area/base mapping issues identified in Tasks 1A and 1B preceding. These may include a new base district, changes to existing base districts, a corridor overlay, or other approaches. Examples from other communities may be cited.
- F. Examples for Comparison: Provide specific examples, both real world and generic, of alternate ways to improve and correct the LB and GB zoning and related sections of the ZBL.
- G. Preliminary List of Zoning Fixes: Prepare a list of likely future zoning amendments to consider at various points in the future.
- H. First Draft: Prepare a first draft of the Zoning Diagnostic as a detailed technical memorandum for Town project management staff review and editing.
- I. Conduct PUBLIC MEETING #1, This initial meeting is a general discussion and feedback session to obtain the perceptions of stakeholders and interested parties, and may be organized and conducted with varying degrees of formal structure, under the aegis of the Planning Board. The session will be open to all interested parties but with specific invitations to the following entities: certain Town department heads; a member of pertinent boards and committees and town departments (such as such as Selectmen, Town Manager, Zoning Board of Appeals, Finance Committee, Economic Development Coordinator, and others); representative(s) of property owners and retail business operators, and other parties with a direct stake in business zoning. Summarize and incorporate comments from this public meeting.
- J. DELIVERABLE #3: Revise Zoning Diagnostic accordingly and reissue publicly.

Task 3: Data Gathering and Analysis (can occur concurrently in the project timeline with Task 2 above, Zoning Diagnostic)

For the entire LB/GB study area, gather all necessary data on existing building floor areas and footprints, individual tenant floor areas, floor to area ratios, lot coverage, parcel sizes, existing parking. Much of this can be gained by using the town GIS system, assessor records and building permit records, as well as private data services covering commercial real estate. In the case of individual tenant floor areas in multi-occupancy buildings, however, there is no readily available data source, and obtaining the information might involve directly soliciting the cooperation of property owners. The Planning Department shall help to facilitate the gathering of this database by informing relevant source departments and opening lines of communication with them for the Consultant.

- A. Data Gathering and Synthesis: gather data identified in paragraph above and synthesize into comparative matrices for discussion purposes. Refine by sub-area along Great Road.
- B. DELIVERABLE # 4: Summary Memorandum: summarize all conclusions drawn from the data gathering and analysis, after vetting at staff level.
- C. Conduct PUBLIC MEETING # 2, conduct a public discussion in regard to the data and the ways in which the numbers define the character and intensity of each sub-area and how they differ, at a public Planning Board meeting. Identify the ways in which the data contrast to perceptions expressed in the first meeting.

Task 4: Zoning Strategy Report: development of new strategies, alternatives and amendments; detailed technical memorandum or report

Consultant will prepare a slate of ideas for amending, replacing and/or offering alternatives to, the existing LB and GB zoning in the study area, drawing directly upon all of the work and participation in Tasks 1 through 3 in this Scope.

- A. Uses & Metrics: working with staff, Consultant will investigate all aspects of potential ZBL amendments, involving changes recommended in regard to the following:
 - o Dimensional standards, bulk & massing limits, building coverage, floor area entitlements, height, and all related quantitative aspects.
 - o Updating of land uses in the study area.

- Permitting status for uses (as of right, special permit and prohibited)
- Identifying opportunities for adding to and/or correcting shared parking arrangements.
- Non-conformities analysis
- B. **Strategies:** working with staff, Consultant will investigate potential alternatives in regard to the overall zoning strategy for the study area, including but not limited to:
 - A Great Road Corridor Overlay
 - Retention with significant changes to existing LB and GB.
 - Creation of one or more possible new base districts.
 - Modifications to Mixed Use Overlay Districts (MUOD), especially North Road MUOD
 - Creation of a possible new base district while keeping either LB or GB.
 - Permutations or combinations of the preceding.
- C. **DELIVERABLE #5: Zoning Strategy Report:** The report will be prepared, as prescribed above.
- D. **PUBLIC MEETING #3:** conduct public meeting involving all interested parties and stakeholders, to gather responses to the Zoning Strategy Report.

Task 5: Drafting of Zoning Amendments Package

Consultant will prepare the first draft of the zoning amendments likely to go forward to Town Meeting, interacting frequently with staff, and drawing upon all of the work from Tasks 1 through 4 preceding, but then taking the draft to public process.

- DELIVERABLE 5: Draft Zoning Amendments Package:** Prepare a complete first draft of amendments, involving all sections in the Zoning Bylaw applicable to business zoning in the study area, including the use table, dimensional standards, districts and use classifications, performance standards, parking, and any new districts or overlay districts.
- A. **PUBLIC MEETING #4:** conduct public meeting involving all interested parties and stakeholders, to gather responses to the draft package of ZBL amendments.
 - B. **DELIVERABLE #6: Revised Draft Zoning Amendments Package:** Comprehensively revise the document in response to public input from the public meeting in Task 5A above, and make available to public.
 - C. **PUBLIC INFORMATION:** Post Draft to web, social media and news outlets. Use Facebook (and possibly Twitter or other social media), to solicit further communication from interested parties, with Consultant and staff gathering such comments.

Task 6: Final Document-Warrant Article/Town Meeting Public Process.

Consultant will prepare the first draft of the zoning amendments likely to go forward to Town Meeting, doing so with the assistance of and frequent consultation with Bedford Planning staff, and drawing upon all of the work from Tasks 1 through 5 preceding, and take draft into public process for further discussion.

- A. **DELIVERABLE #7:** Support materials for public hearings, including the draft bylaw, special handouts, zoning map changes, and a power point presentation, will be prepared in support of these two (2) public hearings, which shall be held approximately thirty (30) days apart. Web and social media posting of materials will be done.
- B. **PUBLIC HEARINGS (TWO): Zoning Amendment Package:** Consultant and staff will hold two public hearings as far in advance of the intended Town Meeting date as possible.
- C. **DELIVERABLE #8:** Prepare final revisions to zoning text in all applicable sections of ZBL, for final warrant article, following the hearings. Have Planning staff and Planning Board scrutinize one final time.
- D. **ATTENDANCE AT PERTINENT TOWN MEETING SESSIONS**

B. Consultant's Equipment Responsibility

It shall be the Consultant's responsibility to supply all equipment and vehicles it needs to complete the Zoning Project. The Town shall not be under any obligation to provide equipment or vehicles needed by the Consultant to provide its services and complete the Zoning Project. All costs for the Consultant's equipment and vehicles shall be borne by the Consultant.

C. Consultant's Management and Personnel Responsibility

1. The Consultant and its personnel shall work as independent contractors in executing this assignment, rather than as an employee of the Town of Bedford. The Zoning Project shall be executed principally by the Consultant. The Consultant also will be primarily responsible for major document formatting and production design in the analytical phases of the Zoning Project.
2. The Consultant must provide all personnel to conduct the Zoning Project. The Consultant shall exercise good judgment in hiring and supervising personnel to ensure that the personnel are mature, honest and responsible individuals.
3. The Consultant shall ensure that all personnel maintain their own person in a clean and neat manner so as to present a professional appearance. All personnel should relate to the public in a manner which reflects the image of professional service. They shall be courteous, helpful, and friendly. They shall comply with any and all rules and regulations of the Town applicable to the Zoning Project.
4. Personnel shall not smoke while in or near public buildings.

D. Consultant's Reporting Responsibilities

1. The Consultant shall mutually agree with the Town upon a means of reporting on the progress of the Zoning Project.
2. The Consultant shall submit monthly bills for the prior month's efforts by the first week the month following the billing month. With the monthly bill, the Consultant shall submit a statement of the work completed in the prior month.

E. Town's Responsibilities

1. The Bedford Planning Department will be responsible for overall management of the contract, and, further, will assist the Consultant in a secondary support role by helping in facilitation of tasks in the following areas:
 - a. Data collection and analysis
 - b. Stakeholder informational interviews
2. In addition to overall contractual management, the Bedford Planning Department will be principally responsible for executing the following tasks:
 - a. Basic corridor mapping (principally via Bedford DPW GIS)
 - b. Public information
 - c. Large quantities of document printing, beyond the smaller quantities needed to conduct the planning process.

F. Shared Responsibilities

1. Attendance at public participation functions and workshops
2. Attendance at a staff level initial organizational meeting during the work day
3. Attendance at four (4) public meetings/working sessions and two (2) public hearing, as noted in the detailed Scope specified in Section 2.A.5 herein.
4. Attendance at the Town Meeting session(s) where proposed articles for zoning amendments are considered.

G. Liquidated Damages

The Town shall pay a monthly bill for hours of service less any liquidated damages for any non-compliance with the provisions of the Contract. The Town, after twenty-four (24) hours written notice, reserves the right to collect liquidated damages of \$275 per day until such time as the Town determines that the Consultant has satisfactorily complied with the applicable Contract provision.

H. Insurance

The Consultant shall obtain and maintain throughout the term of the Contract the following policies of insurance written by insurance companies satisfactory to the Town and shall submit a certificate that such insurance is in force and effect at the time of the execution of this Contract and at any other time at the request of the Town: Workmen's Compensation as required by the laws of Massachusetts; Automobile Liability Insurance, including the use of all vehicles owned, hired, leased and non-owned used for the Project herein described, with limits not less than one million dollars (\$1,000,000) combined single limit, no deductible, including both bodily injury and property damage; Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; Professional Liability with a limit not less than one million dollars (\$1,000,000); and Umbrella Liability with a limit of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate . The Town shall be named as an additional insured on any insurance policy required to be obtained and maintained. The Consultant shall furnish to the Town (a) Certificate(s) of Insurance showing coverage as set forth above prior to performing any services hereunder. All insurance coverages required herein shall be issued by companies licensed and authorized to do business in the Commonwealth of Massachusetts. The Town shall be named a certificate holder on all coverages set forth above. The Town's status as an additional insured and/or certificate holder for each coverage shall be referenced on any and all certificate(s) of insurance issued to the Town. The Certificate Holder shall be the Town of Bedford, Town of Bedford Town Hall, 10 Mudge Way, Bedford, MA 01730. No Insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the attachment of any restrictive amendments to the policies. All premium costs shall be borne by the Consultant.

Town of Bedford, Massachusetts
Request for Proposals
Great Road Zoning Project

3. Evaluation Criteria

A. Responsive and Responsible Proposals

Proposals that are not both responsive and responsible will be deemed not to meet the minimum requirements stated herein. Once the Chief Procurement Officer has determined that a proposal does not meet the minimum requirements it will no longer be evaluated, and it will not be eligible to win the Contract.

NOTE: To qualify as a responsive and responsible proposer:

- ◆ A responsive proposer shall mean a proposer who has submitted a proposal which conforms in all respects to the Request For Proposal. A responsive proposer will include all the information and documentation specified in the proposal submission requirements.
- ◆ A responsible proposer shall mean a proposer who has demonstrated the capability to perform fully the Contract requirements, as well as the integrity and reliability which assures a good faith performance.

The responsive and responsible proposers' proposals will be evaluated, by an evaluation team appointed by the Town's Chief Procurement Officer, using the evaluation criteria set forth below.

The Contract will be awarded only to a responsive and responsible established proposer capable of performing the services contemplated and meeting the minimum criteria set forth in the SPECIFICATIONS. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in these General Instructions to Proposers.

B. Minimum Evaluation Criteria

The following minimum evaluation criteria must be met by proposers:

1. Submit on a timely basis a fully-responsive proposal, including project experience, qualifications of personnel, and a separate cost proposal as specified in the Request for Proposals, professional references, and all other required content. See Section 1.G in this RFP for Proposal Submission Requirements.
2. Demonstrate that the proposer is an established consulting practice that has a permanent Massachusetts office engaging in assignments relevant to this project, and employing personnel capable of successfully carrying out this assignment.
3. Demonstrate that the proposer has successfully carried out municipal engagements that involved major zoning initiatives, at least two (2) of which were in Massachusetts, and at least two (2) of which included an organized public participation process.
4. Demonstrate that the proposer has a participating principal or project manager who possesses (at a minimum) a graduate degree in planning, law or a very closely related field, and who has extensive experience in Massachusetts planning assignments, the majority of which are at the municipal level.
5. Demonstrate that the proposer has the staff capacity & scheduling availability to successfully carry out the assignment in timely fashion and comply with the Scope of Services and resultant contractual obligations. The Consultant must, for the duration of this contract, set forth the approximate project staffing to be utilized on the project for key personnel. At a minimum, the Consultant shall project the availability of the following levels of assigned key personnel:
 - a. Project Manager (or equivalent)
 - b. Principal Planner (or equivalent)

6. The Schedule, as proposed, must provide project milestone and completion dates that in the aggregate will be in time for zoning bylaw amendment presentation at the 2018 Annual Town Meeting, to occur in late March 2018.
7. A signed Certificate of Non-Collusion and a signed Certificate of Tax Compliance.
8. A statement that the proposer agrees and will comply with Section 2C. Consultant's Management and Personnel Responsibility.

C. Comparative Evaluation Criteria for Zoning Project

Proposers who satisfy all minimum requirements of this RFP as set forth herein will be evaluated by the comparative criteria as set forth below. All information necessary for the Evaluation Team to properly evaluate the capabilities of the proposer should be included with the NON-PRICE Proposal with regard to the following comparative evaluation criteria. Proposals deemed to be non-responsive shall be given a ranking of Unacceptable.

1. Evaluation Criteria – Prime Consultant/Key Project Management Roles

The successful proposer is expected to have relevant full-charge experience in a **prime consultant and/or project management** capacity in successfully carrying out major and complicated zoning engagements.

Unacceptable: Proposer does not have full-charge experience with major and complicated zoning projects.

Not Advantageous: Proposer has full-charge experience with one (1) or two (2) major and complicated zoning projects.

Advantageous: Proposer has full-charge experience with between three (3) and five (5) major and complicated zoning projects.

Highly Advantageous: Proposer has full-charge experience with (6) or more major and complicated zoning projects.

2. Evaluation Criteria – Application of Full Spectrum of Technical Skills

The successful proposer is expected to have experience with major and complicated zoning projects—as prime consultant or otherwise—in which **the full spectrum of technical skills** involved in the execution of a major zoning assignment were included, such as: research and data analysis; zoning critique; crafting of zoning strategies; engagement in structured public participation/organized public outreach/preparation of related public information; drafting and re-drafting of the proposed zoning laws. These may be in Massachusetts and other locations.

Unacceptable: Proposer does not have full-charge experience with projects where the full spectrum of technical skills was involved.

Not Advantageous: Proposer has experience with one (1) or two (2) projects where the full spectrum of technical skills was involved.

Advantageous: Proposer has experience with between three (3) to five (5) projects where the full spectrum of technical skills was involved.

Highly Advantageous: Proposer has experience with six (6) or more projects where the full spectrum of technical skills was involved.

3. Evaluation Criteria – Project(s) of Particular Distinction

The successful proposer may have executed one (1) or more project assignments which in the opinion of the evaluation team are of such relevance and outstanding achievement that they are considered to be of special merit in evaluating the qualifications of the proposal.

Unacceptable: (Not applicable).

Not Advantageous: Proposer has not undertaken any project assignment of particular distinction.

Advantageous: Proposer has successfully undertaken and completed one (1) project assignment of particular distinction..

Highly Advantageous: Proposer has successfully undertaken and completed two (2) or more project assignments of particular distinction..

4. Evaluation Criteria – Project References

The successful proposer is expected to demonstrate relevant experience, quality and professional experience in contract work completing a Zoning Project through references. References will be selected from the complete list of all municipal clients who have had relevant zoning projects undertaken and completed by the proposer, some of which shall be in Massachusetts municipalities.

Unacceptable: Provision of either none or only one (1) strong professional references deemed good or excellent in the most relevant zoning projects, regardless of whether the project was within or outside of Massachusetts; or provision of two (2) strong professional references that are both outside of Massachusetts.

Not Advantageous: Provision of two (2) strong professional references deemed good or excellent in the most relevant zoning projects, at least one (1) of which was in a Massachusetts municipality.

Advantageous: Provision of at least three (3) strong professional references deemed good or excellent in the most relevant zoning projects, at least two (2) of which were in Massachusetts municipalities.

Highly Advantageous: Provision of four (4) or more strong professional references deemed good or excellent in the most relevant zoning projects, at least three (3) of which were in Massachusetts municipalities.

5. Evaluation Criteria – Interview of Proposed Project Manager

The successful proposer will demonstrate that it has a Project Manager who possesses positive characteristics that would be of particular benefit in successfully managing and completing the project. An interview of the proposed Project Manager with the Evaluation Team will be scheduled for the purpose of determining whether the proposed Project Manager shall be rated under this evaluation criterion.

Unacceptable: Based on the interview, the consensus among the Evaluation Team is that a Project Manager does not possess any positive characteristic(s) that would be of particular benefit in successfully managing and completing the project.

Not Advantageous: Based on the interview, the consensus among the Evaluation Team is that a Project Manager possesses one (1) positive characteristic that would be of particular benefit in successfully managing and completing the project thus warranting that person receive special merit as the prospective project manager.

Advantageous: Based on the interview, the consensus among the Evaluation Team is that a Project Manager possesses two (2) positive characteristics that would be of particular benefit in successfully managing and completing the project thus warranting that person receive special merit as the prospective project manager.

Highly Advantageous: Based on the interview, the consensus among the Evaluation Team is that a Project Manager possesses three (3) or more positive characteristics that would be of

particular benefit in successfully managing and completing the project thus warranting that person receive special merit as the prospective project manager.

6. Evaluation Criteria – Review of Plan of Services During Interview

The successful proposer is expected to demonstrate during the interview of the Project Manager that its Plan of Services is responsive to the Town's Detailed Scope of Services as outlined in Section 2.A.5 herein. The creativity of the proposed Plan of Services will be a factor in determining the Evaluation Team's rating under this criterion. The Evaluation Team may determine that the proposed Plan of Services submitted and presented by the Consultant is deserving of special merit due to particular ideas, strategies or techniques and tools contained therein.

Unacceptable: Based on the interview, the consensus among the Evaluation Team is that the proposed Scope of Services submitted by the Consultant did not present any particular idea, strategy or technique and tool worthy of special merit during the interview.

Not Advantageous: The consensus among the Evaluation Team is that the proposed Scope of Services submitted by the Consultant is deserving of special merit due to one (1) particular idea, strategy or technique and tool submitted in the proposal and presented during the interview.

Advantageous: The consensus among the Evaluation Team is that the proposed Scope of Services submitted by the Consultant is deserving of special merit due to two (2) particular ideas, strategies or techniques and tools submitted in the proposal and presented during the interview.

Highly Advantageous: The consensus among the Evaluation Team is that the proposed Scope of Services submitted by the Consultant is deserving of special merit due to three (3) or more particular ideas, strategies or techniques and tools submitted in the proposal and presented during the interview.

Town of Bedford, Massachusetts
Request for Proposals
Great Road Zoning Project

4. Contract for Great Road Zoning Project

CONTRACT made this ___ day of ____, 2016, by and between the Town of Bedford, acting by its Selectmen, hereinafter called the Town, and _____, hereinafter called the Consultant. In consideration of the agreement on the part of the other herein contained, the parties hereto agree as follows:

Description of Work - The Consultant agrees to do, at its expense, all the work and furnish all the vehicles, equipment and labor for conducting a Zoning Project for the Town of Bedford, all in accordance with the terms and provisions of this Contract, which includes the REQUEST FOR PROPOSALS (including any ADDENDA thereto), GENERAL INSTRUCTIONS TO PROPOSERS, SPECIFICATIONS, and the PROPOSAL FORMS completed by the Consultant, copies of which are attached hereto and incorporated herein in their entirety by reference, all in a proper and thorough manner and to the satisfaction of the Town.

Compensation and Payments - The Consultant shall be paid for hours of service provided in accordance with the attached payment schedule (Attachment A). Liquidated damages shall be subtracted from the agreed cost of service as outlined in Section G of the SPECIFICATIONS.

The Town reserves the right to decide to cancel or delay the Zoning Project. The Town will notify the Consultant of such decision and no compensation will be paid for service after the Consultant is notified of such cancelation or delay. The Town will only compensate the Consultant for the number of hours of provided service.

Assignment - The Consultant shall not assign by power of attorney, or otherwise, or sublet, the work or any part thereof without the previous written consent of the Town.

Inspection and Reports - Whenever requested, the Consultant shall furnish to the Town full and complete written reports of its operation under this Contract in such detail and with such information as the Town may request, as may be related to the duties and obligations of the Consultant under this Contract and to their proper performance, and to the Consultant's compliance with the Contract. All such reports shall be delivered to the Town within two (2) working days of such request. The Consultant further agrees to allow the Town to inspect its records related to the performance of services under this Contract, upon reasonable request.

Indemnification - The Consultant acknowledges and agrees that it is responsible as an independent Consultant for all operations under this Contract and for all the acts of its employees and agents hereunder, and agrees that it will indemnify, defend (with counsel approved by the Town) and hold harmless the Town and its officers, boards, committees, agents, volunteers, representatives and employees from and against any and all loss, damage, cost (including attorney fees), demands, suits, charges, expenses, judgments, causes of action, and claims which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Consultant or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expenses.

Liquidated Damages - The Consultant agrees that if at any time during the term of this Contract the Town determines that the Consultant is negligently or incompetently performing the work or any part thereof, or is not complying with the directions of the Town, or is not complying with the SPECIFICATIONS, or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town may, after twenty-four (24) hours' written notice to the Consultant, if the matter remains uncorrected, or if the matter recurs within a ninety (90) day period, at its election, deduct from the monthly payment otherwise due to the Consultant an amount as described under Section G of the SPECIFICATIONS) as liquidated damages for such default by the Consultant. The Consultant and the Town recognize that the Town will suffer financial loss on account of the failure to complete the work and other difficulties involved with such defaults by the Consultant and also that proving such loss in an arbitration or legal proceeding will involve unnecessary cost and delay. Accordingly, the liquidated damages provided for herein are a necessary and appropriate measure of damages that will be suffered by the Town upon a default by the Consultant as specified above.

Termination for Improper Performance - The Consultant agrees that if at any time during the term of this Contract the Town determines that the Consultant is negligently or incompetently performing the work, or any part thereof, the Town may, at its election at any time thereafter, terminate this Contract by giving written notice thereof to the Consultant. If the Town determines that the Consultant is unable to the satisfaction of the Town to perform the same, or is not complying with the directions of the Town or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town may, after forty-eight (48) hours written notice to the Consultant, if the matter complained of remains uncorrected, at its election at any time thereafter, terminate this Contract by written notice thereof to the Consultant. In any such case, the notice terminating the Contract shall specify the effective date of such notice, and thereafter, upon the date so specified, this Contract shall terminate, but such termination shall not prejudice or waive any rights of action which the Town may have against the Consultant because of any default or failure in performance of this Contract up to the date of such termination, including any other remedy stated herein or at law or in equity. The Consultant shall be liable to the Town for any amount which it may be required to pay for labor and equipment to obtain or maintain the services provided for in this Contract during the remainder of the period covered by this Contract over and above the amount that would have been paid to the Consultant for the performance of the work during said period, and the Consultant agrees that this amount may be deducted from monies owed the Consultant, in addition to any other damages sustained by the Town resulting from the Consultant's performance under this Contract. The Consultant also shall be liable to the Town for any legal fees that the Town incurs in order to collect monies owed or to otherwise enforce the Consultant's compliance with this Contract.

Insurance - The Consultant shall obtain and maintain throughout the term of the Contract the following policies of insurance written by insurance companies satisfactory to the Town and shall submit a certificate that such insurance is in force and effect at the time of the execution of this Contract and at any other time at the request of the Town: Workmen's Compensation as required by the laws of Massachusetts; Automobile Liability Insurance, including the use of all vehicles owned, hired, leased and non-owned used for the Project herein described, with limits not less than one million dollars (\$1,000,000) combined single limit, no deductible, including both bodily injury and property damage; Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; Professional Liability with a limit not less than one million dollars (\$1,000,000); and Umbrella Liability with a limit of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

The Town shall be named as an additional insured and certificate holder on all required insurance policies and shall receive cancellation notices thirty (30) days in advance. The termination of any such policies during the term of this Contract shall be a breach hereof and shall forthwith terminate this Contract. The Consultant shall furnish to the Town (a) certificate(s) of insurance showing coverage as set forth above prior to performing any services hereunder. All insurance coverages required herein shall be issued by companies licensed and authorized to do business in the Commonwealth of Massachusetts. The Town's status as an additional insured and/or certificate holder for each coverage shall be referenced on any and all certificate(s) of insurance issued to the Town. The Certificate Holder shall be the Town of Bedford, Town of Bedford Town Hall, 10 Mudge Way, Bedford, MA 01730.

Compliance with Laws - The Consultant agrees to comply with all applicable federal, state, and local statutes, bylaws, rules and regulations regarding provision of the services contemplated by this Contract.

Limitation of Funds - The Town and the Consultant acknowledge that the total sum of money available hereunder is limited to the sum of money previously or to be appropriated and allocated for these purposes by the Town; accordingly, notwithstanding any provision of this Contract to the contrary, the Town shall not be obligated to make payment hereunder to the Consultant unless a sum of money in the amount of the obligation is currently available. The Parties agree that the Town may terminate this Contract in the event of a lack of sufficient appropriation.

Modification of Contract - The Town reserves the right to discontinue all consulting services hereunder, upon ten (10) days' notice to the Consultant, when the limit of the Town's liability in the amount of the sums previously appropriated is expended or for the convenience of the Town. The Town further agrees that the Contract may be amended by written agreement of both parties.

Governing Laws - This Contract shall be considered to include all terms required to be included in it by applicable Federal laws, Massachusetts laws and all authorities having jurisdiction over the work as though such terms were set forth in full herein. This Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts, notwithstanding any choice of law principles otherwise applicable.

Non-Waiver - The Town's review, approval, acceptance or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and the Consultant shall be and shall remain liable to the Town for all damages incurred by the Town as a result of the Consultant's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of the Town provided for under this Contract are in addition to any other rights or remedies provided by law.

Limit of Liability - No member, officer, director, selectman, beneficiary, trustee, consultant, volunteer participant, employee, agent or representative of the Town shall be personally liable to the Consultant under any term or provision of this Contract for the Town's payment obligations or otherwise, or because of any breach hereof. In no event shall the Town be liable to the Consultant except for payment for services rendered pursuant to and in accordance with this Contract, nor shall the Town ever be liable to the Consultant for indirect, incidental or consequential damages.

Severability - If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

Entire Agreement - This Contract represents the entire agreement between the Town and Consultant and supersedes all previous negotiations, proposals, and representations. This Contract may be amended only by a written amendment signed by both the Town and Consultant.

Choice of Forum - The parties agree that any dispute, claim or question arising hereunder shall only be submitted to a court of competent jurisdiction in Middlesex County, Massachusetts.

Term of Contract - The term of this Contract shall commence on September 26, 2016 and continue until April 15, 2018, unless extended by the Town under Section 2.A.1 of the SPECIFICATIONS.

Notice - Any notices, demands or other communications provided for in this Contract shall be deemed duly served if sent postage prepaid, first class, registered or certified mail, return receipt requested to following address:

Town: Town of Bedford
 10 Mudge Way
 Bedford, Massachusetts 01730
 Attention: Town Manager

Consultant: _____
 Company Name

 Address

 Contact Person

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Town of Bedford by its Selectmen, who incur no personal liability by reason of the execution hereof or anything herein contained, as of the date and year first above written.

Company Name

Signature

Title

Town of Bedford

Michael Rosenberg, Chair of the Bedford Selectmen

Caroline Fedele, Selectman

Town of Bedford, Massachusetts
Request for Proposals
Great Road Zoning Project

5. Price Proposal Form

The undersigned declares that s/he has examined all proposal documents (GENERAL INSTRUCTIONS TO PROPOSERS, SPECIFICATIONS FOR ZONING PROJECT, and CONTRACT) and that s/he has satisfied him/herself fully regarding the services to be provided and conditions pertaining to this proposed contract and submits this proposal to cover all expenses incurred in performing specified services described in the SPECIFICATIONS and CONTRACT.

The undersigned further proposes that in the event his/her proposal is found acceptable to the Town and an award is made to him/her, s/he will perform all the work specified in the manner and under the conditions specified at the price listed below.

The Town of Bedford reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

Base Proposal Price (Required):

The total sum of _____ Dollars (\$_____).

Hourly Rate in event of Project Extension (Required):

The rate of _____ Dollars (\$_____).

Date _____
Corporation)

Name of Proposer (Individual, Company,

Authorized Signature for Proposer

Name and Title of Person Signing [Print]

Address of Proposer

City/Town/Zip Code

Telephone

Town of Bedford, Massachusetts
Request for Proposals
Great Road Zoning Project

6. Non-Price Proposal Forms

The undersigned declares that he has examined all proposal documents (GENERAL INSTRUCTIONS TO PROPOSERS, SPECIFICATIONS FOR Zoning Project, and CONTRACT) and that he has satisfied himself fully regarding the services to be provided and conditions pertaining to this proposed Contract and submits this proposal to perform specified services described in the SPECIFICATIONS and CONTRACT.

Provide the following information. The information requested will be used to evaluate your firm's proposal. Use additional sheets if necessary.

1. Basic Proposal

- a. Letter of Transmittal
- b. Overview of firm or Consultant Team
- c. Personnel Biographies
- d. Qualifications
- e. Plan of Services
- f. References

2. Required Forms

- a. Affirmation of Insurance Requirement
- b. Affirmation of With Respect to Contract Acceptance
- c. Certificate of Non-Collusion
- d. Certificate of Tax Compliance
- e. Amendments to Request for Proposals
- f. Statement of Completeness and Accuracy

A. Affirmation of Insurance Requirement

The undersigned proposer affirms that he/she/it understands and agrees to comply with the insurance requirements set forth in Section H of the SPECIFICATIONS and the Contract for Great Road Zoning Project contained in the Request for Proposals, if the undersigned proposer is selected for contract award.

Dated _____
_____ Company or Corporation

(Signed name of person signing proposal)

(Printed name of person signing proposal)

(Title of person signing proposal)

B. Affirmation With Respect to Contract Acceptance

The undersigned proposer affirms that he/she/it understands and agrees to comply with the Contract for Great Road Zoning Project contained in the Request for Proposals, including the

terms, conditions and requirements set forth therein, if the undersigned proposer is selected for contract award.

Dated _____
Company or Corporation

(Signed name of person signing proposal)

(Printed name of person signing proposal)

(Title of person signing proposal)

C. 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.

Dated _____
Company or Corporation

(Signed name of person signing proposal)

(Printed name of person signing proposal)

(Title of person signing proposal)

D. Certificate of Tax Compliance

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, the undersigned proposer has complied with all laws of the Commonwealth of Massachusetts related to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security Number or
Federal Identification Number

Signature of Individual and Corporate Name (if applicable)

Date _____

by: _____
(Printed name of individual or corporate officer, as
applicable)

(Printed name and title of corporate officer, if applicable)

E. Amendments to Request for Proposals

The undersigned acknowledges receipt of the following amendments to the Request for Proposals document:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

(Firm Name)

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

F. Statement of Completeness and Accuracy

The undersigned warrants and represents that the foregoing information is complete and accurate.

Date _____
NAME OF PROPOSER (Individual, Company or Corporation)

Authorized Signature for Proposer

Name and Title of Person Signing [Print]

Address of Proposer

City/Town/Zip Code

Telephone

Email

Specify: Individual, Partnership, or Corporation (Circle one)

If a partnership, give the names and addresses of the individual members:

If a corporation, give the name and the State under the laws of which said corporation is chartered and the names, titles, and business addresses of President, Treasurer, and the Managers. Attach a separate sheet of paper, if necessary.

How many years has your firm been in business? Please specify your incorporation date.
