

REQUEST FOR PROPOSALS

TOWN OF BRAINTREE

FOR

COMPREHENSIVE ZONING REVIEW AND UPDATE
OF ZONING ORDINANCE AND ZONING MAP



TOWN OF BRAINTREE
MAYOR JOSEPH C. SULLIVAN

Responses due Wednesday, September 13, 2017 (2PM)
at the Braintree Planning and Community Development Office – 1 JFK Memorial Drive, Braintree, MA

*(Pre-Proposal meeting for interested respondents on **Wednesday, August 23, 2017- 10:30 AM**)*
To be held at Braintree Town Hall – Johnson Chambers (2nd floor)
1 JFK Memorial Drive, Braintree, MA

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SECTION I – ADVERTISEMENT

**Town of Braintree
Request for Proposals (RFP)**

The Town of Braintree, Massachusetts through Mayor Joseph C. Sullivan (the Awarding Authority) invites interested parties to respond to a Request for Proposal (RFP) pursuant to Chap 30B. The Town desires to undertake a Comprehensive Zoning Ordinance rewrite and Zoning Map revision. The Town of Braintree is in need of professional consulting services that specialize in zoning and land use planning to work with the Braintree Planning and Community Development Office towards this effort. The Town of Braintree has undertaken a majority of the initial project requirements involving public outreach, ordinance research and revisions of sections with a first draft work product in need of further drafting and eventual adoption of a new Zoning Ordinance for the Town). **The deadline for receipt of responses is Wednesday, September 13 2017 at 2PM at the Planning and Community Development Office.** The RFP submission instructions/background information packet can be obtained at the Braintree Planning and Community Development Office located at 1 JFK Memorial Drive, Braintree, MA – Town Hall- lower level. Summer hours until 9/1/17 are Monday, Wednesday, Thursday (8:30AM - 4:30PM) Tuesdays (8:30AM -7PM) and Fridays (8:30AM-1:00 PM). After 9/1/17 Business Hours are Monday-Friday (8:30AM -4:30PM) up until due date. In addition RFP materials can be obtained at <http://www.braintreema.gov/municipalfinance/Purchasing.html>. The Town of Braintree reserves the right to reject any or all proposals. For further information or questions contact the Braintree Planning and Community Development Office at (781) 794-8230.

This notice of RFP is also available at www.masspublicnotices.org

Patriot Ledger: 8/14/17

Goods & Services Bulletin: 8/14/17

II. PROJECT DESCRIPTION

The Town of Braintree initiated a Comprehensive Zoning Review in July 2015. The work is approximately 35% complete. Due to circumstances beyond the control of the Town, a new consulting firm is needed in order to complete the work. The goal of this solicitation is find a consultant to utilize the existing work product produced to date and bring the project to completion with a fifteen (15) month period with the option for one – six month extension if work is progressing and close to completion.

The original solicitation (2015) is modified with highlighted changes in red to assist the reader and acknowledge either completion or the progress of each task.

Appendix A of this RFP provides the following documents demonstrating progress so far:

- 1) Zoning Diagnostic Report, dated December 31, 2015;*
- 2) Draft Comprehensive Zoning Bylaws Re-Write, dated 12/23/16 rev. 1/17/17.*

A. Community Background

The Town of Braintree is located in Norfolk County approximately fifteen (15) miles south of Boston. The population as reported in the 2010 U.S. Census was 35,744 residents. Established in 1640, The Town of Braintree is one of the oldest communities in the Commonwealth of Massachusetts. Comprised of 14.5 square miles, Braintree is bounded by the Town of Randolph to the west, City of Quincy to the north, Town of Weymouth to the east and the Town of Holbrook to the south.

Braintree is ideally located at several major highway connections and interchanges such as Route 128/93, Route 53, Route 37 and Route 3. In addition to highway access, Braintree is fortunate to be the host community for rail service including the Mass Bay Commuter Rail (MBCR) lines of Middleboro, Plymouth and Greenbush. In addition to the commuter rail Braintree is the terminus of the rapid Mass Bay Transportation Authority (MBTA) of the red line transit connecting to all points north in the MBTA rapid transit system to Cambridge including Boston and surrounding communities. Braintree also provides for the movement of freight and supplies along the CRX freight lines and the Fore River Railroad (Shipyard) lines.

In addition to the Town's ideal transportation features, Braintree enjoys a reasonable residential tax rate (\$10.74) and a vibrant commercial tax rate (\$23.72) with the Town's most influential taxpayer the South Shore Plaza, a regional mall of 1.6 million GLA of retail along with the other retail areas throughout the community. Braintree's ideal location provides many distribution and manufacturing businesses with easy access to eastern Massachusetts and locations west within the Route 495 belt. The close proximity to the South Shore Hospital in Weymouth has also encouraged a variety of medical uses in the Town of Braintree and interest by many major hospitals in Boston to consider satellite locations in this suburban community.

Residential neighborhoods throughout the community provide a diverse population of residents and a variety of housing options. Education is a major attraction for new families considering relocation to the Town, with a highly rated public education system as well as the variety of choices with private options, Montessori and Parochial schools. The Town also offers numerous amenities such as recreational lands (active and passive), Pond Meadow Park, Town Forest, a Braintree Municipal Golf course, and a public beach along the Weymouth Fore River & Sunset Lake.

B. Project Overview:

In 2015, The Town of Braintree had embarked on a comprehensive re-write of the Town's Zoning Bylaws/Ordinance with revisions to the Town's zoning map with another consulting firm that was unable to fulfill the requirements of their contract. The original solicitation has been provided with amended sections highlighted to assist all proposers with the current solicitation. Braintree's current zoning bylaw/ordinance has incrementally been amended by Town Meeting over a number of years in response to specific concerns with no overall comprehensive analysis since at least 1975, when the Massachusetts Legislature amended MGL Chap 40A with Chapter 808. These forty plus years of amendments, perhaps understandable at the time of their adoption, have over time lost the clear "intent" of the amendment resulting in differing interpretations and implementation in other sections of the zoning ordinance. Braintree's recent change in the form of government by special legislation (Chapter 189 of the Acts of 2005) and the subsequent election of the first Mayor and Town Council who both took office in January of 2008, has necessitated the need to look at the zoning document as a whole and update it to address current land use, design and character of a changing community.

Most established zoning ordinances and/or bylaws provide a community with equal regulations that control the development of land, the building of structures and the use of both of these undertakings in our daily lives. These are fluid documents that need to be constantly reviewed and adapted for changing times and processes. To this end, at times a comprehensive review is required when a document has been amended over a period of years.

The Town of Braintree is in need of a Consultant or team/firm of Consultants (collectively "Consultant") to pick up the process from this point in time to completion. The original scope is provided however the Town understands any recommendations of interested consultants could have to adjust the schedule and/or modify assumed estimated time for completion.

C. Project Objectives:

1. To develop a modern and up to date document that addresses development trends of various land use classifications, planning practices and dimensional requirements with current planning practices.
2. To develop a zoning ordinance that is "user friendly", clear and concise. Implementation of graphics, diagrams and other such visual components to be an "understood" document for use by all sectors of the general public. For Town Departments to provide easier administering/enforcement that is cross referenced well to avoid potential discrepancies with interpretation and provide for more predictable outcomes. For the Development community to have a clear understanding of the Town's land use expectations and processes. For residents and general public to understand zoning and the need for zoning regulations to maintain the desired community character.
3. To create a zoning ordinance that is cognizant of past development within certain areas of Town as to density and use; however permit through the use of transition standards and/or mixed use corridors a buffering of uses between residential, commercial and exempt/protected properties MGL Chap. 40A Section 3 for organized and compatible future growth in the community.
4. A zoning ordinance that will link land use and transportation, promote and support transit, biking, pedestrian mobility and other modes of accessibility to all sectors of the general public.

5. A zoning ordinance that will promote redevelopment in the downtown centers and corridors utilizing mixed use opportunities and incentives for consolidation of pooled resources. Enhancements to re-stimulate our downtown centers as destinations and focal points of community activity and vibrant economies.
6. To promote and include zoning provisions for infill, redevelopment and sustainable projects that can increase the community's commercial/residential tax base and compliment through transition the traditional residential neighborhoods.
7. To provide a transparent process of public involvement for the entire community with an inclusive approach to zoning for all stakeholders under the direction and management of an independent Consultant. The Planning and Community Development Department intends to utilize a public website and social media for the dissemination of meeting notices, work products for public comment, 24/7 accessibility and opportunity for public input.

III. REVISED SCOPE OF SERVICES

This scope of services reflects both work products accomplished to date that will be required for a Contract award. Proposers are provided the previous consultants work product to assist in their responses relative to their proposals for accomplishing this project. Responses should be distinct in answering both sections separately - technical and fee proposal. For purposes of clarity "project manager" is the Planning & Community Development Director and/or her designee.

A. Orientation and Assessment of the current Zoning Ordinance and Zoning Map (2001)

COMPLETED – The prior consultant accomplished this for their work product however it is assumed that a new consultant will need to address as well in a limited scope.

The Consultant shall meet with the Braintree Planning & Community Development Department, who will serve as the lead agency in this process, to review the goals and objectives of the project and administrative requirements. The Director of Planning & Community Development (PCD) shall serve as the "Project Manager" of the process.

Review the zoning ordinances (<http://www.townofbraintreegov.org/planning/documents.html>) that have undergone transition with the new form of government, including but not limited to recent zoning amendments and rezones, the Town General Ordinance and the Braintree Subdivision Rules and Regulations for the Division of Land; to become familiar with the overall land use process required in Braintree.

The consultant shall also, in coordination with the Planning & Community Development personnel and other land use departments, boards, committees or commissions as determined by the Project Manager, identify overall existing issues of the current Zoning Bylaw/Ordinance but not limited to such issues as; format, structuring, use of language, apparent deficiencies, conflicting sections of the document, potential legal issues and potential for cross-referencing.

The Consultant shall also examine the current zoning map (July 2001) including all revisions/plans of recent approved rezones in relation to the existing bylaw/ordinance for compatibility and clear presentation. The same identification process for the Zoning Bylaw/Ordinance shall be undertaken for the zoning map with stakeholders developed from property owners, local businesses, the development community, local land

use attorneys, engineers and surveyors or other apparent stakeholders that frequently utilize the Zoning Ordinance in their course of business within the Town.

The consultant shall also review the administration and procedures identified in the existing Zoning Ordinance/Bylaw for updating to bring into compliance with the current form of government as identified in the Town Charter. An example would be the legislative process for amending the Zoning Ordinance as required before the Town Council rather than Town Meeting (see Article XV).

Deliverables: -

1. The Consultant shall provide a written Project Schedule for each task identified under the scope of services with an estimate of time allotment and personnel to be utilized for each task, including a description of team personnel, titles, resume and hourly rate of pay.
2. A Bylaw/Ordinance Assessment Memo outlining issues and conflicting sections, discrepancies including a relationship with the existing zoning map. - **partially completed**
3. A list of all anticipated Town personnel and Town boards and/or committees that will need to be contacted for consultation on various sections of the Zoning Bylaw/Ordinances. The Project Manager shall attend all meetings with the Consultant. - **completed**
4. A list of all anticipated stakeholders other than Town Personnel that will need to be contacted for consultation on various sections of the Zoning Bylaw/Ordinances. The Project Manager shall attend all meetings with the Consultant as deemed necessary. - **completed**

B. Development of Public Participation Program

A Public Participation Program (PPP) was developed by the Prior Consultant. The Consultant shall develop a Public Participation Program (PPP) in collaboration with the Planning & Community Development Department that will detail how and when the public will be engaged to participate throughout the Zoning Rewrite process. The Project Manager will be responsible for scheduling meeting locations and reservations, public meeting postings, providing contact for key media representatives and available mediums for public outreach within the community. For purposes of this proposal, public shall be considered stakeholders such as Town officials, representatives of the development and/or business community, major landowners, neighborhood and/or civic associations and all other interested parties who desire participation and input into the Comprehensive Zoning rewrite effort. The Consultant shall be responsible for the preparation, facilitating, development of all meeting materials (including minutes) or any other resources or materials necessary to engage the public. In addition, the Public Participation Program shall require the Consultant for public outreach to provide a dedicated web page for the dissemination of information linked to the existing Planning and Community Development website. The Consultant shall provide a timeline of each task that identifies key points at which the public will be involved along with the ability to download all materials on-line that will be made available and presented to the public at meetings. In addition, the Consultant shall establish a means in which the public can provide comment on the entire process and/or selective documents during key public comment periods. Use of social media is encouraged for public participation along with traditional media outlets and should be described as to how it will be utilized within the overall Public Participation Program.

Deliverables:

1. The Consultant shall provide a Public Participation Program (PPB) for review and approval by the Mayor, Chief of Staff and Project Manager that details strategy and a timeline for engaging the public and all potential stakeholders in the Zoning Bylaw/Ordinance rewrite process.
2. The Consultant is responsible for development of any press releases that will be presented to the Mayor, Chief of Staff and Project Manager for the initial kick-off of the program and intermittent press releases during the entire process.
3. The Consultant shall develop a list of suggested stakeholders based upon past experience. The Project Manager and Consultant will supplement from this initial list of stakeholders other stakeholders unique to Braintree.
4. A web page shall be developed and maintained by the consultant as an extension of the Planning & Community Development existing web page that provides the general public with a transparent process, access to materials with the final objective of public input and comment on a new comprehensive zoning ordinance.
5. Social Media options for outreach to numerous stakeholders for participation is encouraged but should not be considered the only venue relied upon for public outreach; the consultant will provide different alternatives for reaching Braintree's diverse ethnic and age population.
6. The Consultant shall work with the Project Manager to arrange and facilitate meetings. The Consultant is responsible for providing meeting minutes that will first be reviewed by the project manager and then posted on the developed website.

C. Zoning Code Analysis

COMPLETED

The Consultant shall perform an independent technical analysis and evaluation of the existing Zoning Ordinance and Town Zoning Map. This analysis shall include results identified in Orientation and Assessment along with Identification Policy resolution tasks; an outline of what sections of the existing zoning ordinance the consultant would recommend to remain with either minor or major revisions and what sections should be eliminated and completely rewritten.

The analysis and evaluation shall assess the strengths and weaknesses of the existing zoning ordinance/bylaw in terms of its structure, organization, clarity, ease of use, existing zoning districts and zoning standards regulations of general applicability, definitions and zoning procedures.

Said analysis recommending complete re-write of sections shall justify utilizing the latest land use trends, innovative zoning codes from other communities and planning best practices in any recommendation for new sections. The consultant in addition to the requirements stated above shall also review and research the existing zoning district designation and if the desired land uses occurring in the district are in keeping with the initial purpose of each district. The consultant may recommend revisions to existing or the potential for new districts between existing districts (transitional zones) to minimize any unanticipated adverse impacts of extreme district disparity (for example, residential next to Commercial). The Consultant

shall rely on the current land use zoning practices and successful zoning implementation within comparable communities in population and split tax rates who have also undergone adoption of successful re-writes.

Deliverables: - ***See Zoning Diagnostic and Issues report in Appendix A.*** A technical analysis and evaluation report concerning the current Zoning ordinance/bylaw and zoning map with a discussion of new zoning concepts and approaches.

1. One original, 6 copies, and electronic file in both MS Word & PDF of the report shall be provided.
2. A presentation of the technical analysis and evaluation of findings for the re-write to the Planning Board.

D. Issue Identification & Policy Resolutions

Partially Completed -

The Ordinance Working Committee has been established and active since 2015.

The Mayor with recommendation from the Project Manager will establish an “Ordinance Working Committee” (OWC) comprised of eleven (11) voting members (and or a designee) and two (2) ad-hoc members. The composition of the OWC will be as follows: One (1) member from Planning Board, One (1) member from Zoning Board of Appeals, Director of Planning & Community Development, Director of Inspectional Services and one (1) Building Inspector, two (2) local land use attorneys, two (2) from the development community (developer or development firm) and two (2) Braintree residents. The two (2) ad-hoc members (or designees) will be the Mayor and the Town Council President.

In gathering broad based input from stakeholders, the Consultant shall outline from the existing zoning ordinance potential conflicts and issues, inconsistent or redundant language, and general zoning deficiencies within the existing sections and if deemed necessary provide suggested changes with implementation procedures. The Consultant may make recommendations for changes in permitting and special permitting granting jurisdiction and processes that along with the Project Manager that will first be presented to the Ordinance Working Committee (OWC) comprised of thirteen members. A final summary, from review and discussions by the OWC, will then be presented by the consultant in writing to boards, committees and town personnel where necessary to request input to reconcile conflicting sections and/or language and input on policy direction for a final zoning document. The Consultant may be asked to attend evening board or committee meetings as determined by the Project Manager.

Deliverables: - ***See Zoning Diagnostic & Issues Report – Appendix “A”***

1. The Consultant shall establish a working time line for the OWC to meet with a work schedule for the OWC of projected milestones for the progression of the project. The PCDD Staff will be responsible for providing OWC meeting minutes. ***This will need to be addressed with a future schedule working with Project Manager.***
2. The Consultant shall describe its approach for gathering broad-based input in conjunction with the public participation plan. A draft and final report that summarizes input the Consultant received about the existing zoning bylaw/ordinance and Zoning map during the issue identification process from the general public and the Ordinance Working Committee.

3. Said report shall provide a summary of the consistencies and inconsistencies between the current Zoning Ordinance/Bylaw and Zoning Map.
4. One original, 6 copies, and electronic file in both MS Word & PDF of the report shall be provided.

E. Zoning Concepts and Approaches

Partially completed – the previous consultant had provided some other concepts and approaches reflected in the first draft work product.

For those portions of the Zoning Ordinance recommended by the consultant for total rewrite; discussion as to new zoning concepts and approaches for possible inclusion in the Draft Zoning Ordinance, based on the original project goals and objectives (see Section II C) and the issue identification and zoning ordinance analysis (see Section III C & D) will occur with the OWC. In collaboration with the Project Manager and the OWC, the Consultant shall explore the incorporation of new sections for the Zoning Ordinance in such topic areas as inclusionary housing, transitional zoning, life sciences, transit orient development, transfer rights, administrative site plan review for uses of right, mixed uses, sustainable & energy zoning and overlay districts for potential development areas for medical health care and transportation orient development.

The OWC and staff have agreed that the following Articles/Sections of the existing zoning ordinance shall be incorporated in any new document:

Section 135-608 “Wetlands and Floodplain Protection District” as most recently adopted in 8/14/12

Section 135-615 “Braintree and Weymouth Landing District” as adopted 1/18/11

Article XII – Grading Regulations, Quarry Operations and Erosion Control

Article XIV – Rules and Regulations for Traffic

Note: With the understanding minor modifications, renumbering and formatting maybe required however subject content will remain.

In addition to recommending revisions and potential new zoning subject areas, the Consultant will need to also address potential non-conformities of pre-existing uses, structures and lots that will result from the comprehensive revision of the Town’s zoning. Establishment of clear and concise definitions and processes for addressing such nonconformities through either a variance request, findings or a combination of both variance & finding in accordance with MGL Chapter 40A and any other applicable statute should clearly outline and be understandable to all potential readers of the revised Zoning Ordinance.

The Consultant shall prepare an annotated outline that includes a chapter-by-chapter detailed description of the proposed new Zoning Ordinance, including; a cross-reference document that identifies former sections of the existing bylaw and their correlation with new sections, an overview of the proposed structure and substance of the new Zoning Code, a discussion on Zoning options, and a commentary explaining the rational for the recommended approach to drafting the Zoning Ordinance. The draft annotated outline shall be made available through the Planning and Community Development website for public comment for a maximum period of 30 days depending on the extent of the revised ordinance. Two public meetings shall be provided one during day time hours and the second during evening hours to present the draft annotated outline to the general public. Alternative meetings with small groups of stakeholders could be considered depending on the extent of the revised ordinance. After vetting the proposed changes on the contents of

the initial draft of the annotated outline, the Consultant shall provide the Town with a final annotated outline based on the comments received.

The prior consultant had chosen to address this aspect of the scope in a series of readings – three (3) in total was their objective. To date the Town received only the first reading which has been provided with this solicitation.

Deliverables: - See Draft Comprehensive Zoning Bylaw Rewrite #1 dated 12/23/16 rev. 1/17/17

1. A draft annotated outline as described above in an electronic file in both MS Word & PDF for posting by the Project Manager on the Comprehensive Zoning Re-write website and Planning and Community Development website.
2. A written report of any proposed new zoning sections, describing the existing sections to be replaced and the benefits of inclusion of new sections. Copies for the OWC (11 copies) will be needed including electronic files.
3. Presentation and facilitating two meetings and/or small stakeholders to introduce the draft annotated outline and those sections proposed for elimination and/or total rewrite working with the Project Manager. The Consultant shall be responsible for providing meeting minutes.
4. The consultant shall develop an on-line mechanism for public comment to be made through the website of the different proposed zoning sections and work completed to date that can be shared with Planning Board.
5. One original, 6 copies, and electronic file in both MS Word & PDF of the report including the annotated outline shall be provided

F. Draft Zoning Ordinance

The Consultant shall prepare a draft Zoning Ordinance that is based on the final annotated outline that will be widely distributed for review and comment to the public as identified in the public participation plan under Section II B. The Consultant shall propose an approach for soliciting broad-based input about the discussion draft from the Mayor, Town boards, committees and commissions; the development/business community; stakeholders; general public and others. The Consultant in collaboration with the Project Manager shall be responsible for facilitating any public meetings. The Consultant may present an alternative approach to presenting the discussion draft for review and comment.

The proposal shall include the projected number of meetings/presentations/workshops, etc., the Consultant will conduct in order to receive input, complete reviews and revisions of the discussion draft. These meetings/presentations, etc. are anticipated to be part of the development of consensus for a draft Zoning Ordinance document and not part of the statutory public hearing review and adoption process.

The Consultant shall provide the Draft Zoning Ordinance in a format that allows it to be posted on the Town's website for public comment. The format shall allow for individual sections to be printed separately from the entire document.

The Consultant is expected to test the discussion draft to identify effectiveness, practical problems, appropriateness and other inadvertent impacts. At this point of the rewrite project it is not expected that the Consultant will prepare a final Zoning Map, but rather provide a working map that shows how Zoning Districts could be mapped in relation to the proposed revisions of the draft Comprehensive Zoning Ordinance and any new districts to be proposed.

Deliverables: - *The prior consultant had chosen to address this aspect of the scope in a series of readings – three (3) in total was their objective. To date the Town received only the first reading which has been provided with this solicitation.*

1. One original, 6 copies, and electronic file in both MS Word & PDF of the report shall be provided.
2. Electronic (PDF) file of the entire document and individual electronic (PDF) files of each section allowing the public to print individual sections if so desired.
3. Accompanying the draft zoning ordinance will be a chart depicting the existing sections to remain as is, those to be eliminated and/or have been incorporated into new sections. Each section of the existing zoning bylaw will need to be included with an explanation of what has happened to it in the draft Zoning Ordinance. This shall serve as a guide for cross-referencing by the land use boards and the general public.
4. The Consultant shall work with the Project Manager to evaluate, test and revise the discussion draft Zoning Ordinance.
5. The Consultant in conjunction with the Project Manager shall be responsible for providing presentations or attending meetings with the Town officials, land use boards, commissions or committees and the Braintree Chamber of Commerce to present the draft Zoning Ordinance and participate in discussion with attendees. The Project Manager will be responsible for providing locations for said meeting, meeting postings if necessary and announcements.
6. Based on public input, the Consultant shall modify, in consultation with the Project Manager, the draft of the Zoning Ordinance as a result of review and discussion - One original and (10) copies of the discussion draft Zoning Ordinance. Provide also in electronic format (PDF) file and individual electronic (PDF) files of each section.

G. Draft Zoning Map

The Consultant shall prepare a draft of the Town Zoning Map(s) for discussion that clearly depicts the existing and/or any proposed zoning districts as well as any Overlay Districts in conjunction with the Draft Zoning Ordinance. The Consultant shall propose an approach for soliciting broad-based input about the discussion draft from the Mayor, Town boards, committees and commissions; the development & business community; stakeholders; general public and others. The Consultant in collaboration with the Project Manager shall be responsible for including the draft zoning map into the presentations of the Draft Zoning Ordinance as described above (see Section II B & F) for arranging and facilitating any public meetings. The Consultant may present an alternative approach to presenting the draft zoning map discussion for review and comment based on professional experience working in other communities.

The draft Town Zoning Map shall be developed with a color palate that can accommodate users with color blindness and at the same time be clear and viewable by the general public. The consultant may consider more than one page for the zoning map to improve the readability of the map as it relates to overlay districts. The draft zoning map will need to be developed that is capable of printing at different map sizes for Town personnel.

The Consultant is expected to test the discussion draft of the Town Zoning Map to identify effectiveness, practical problems, appropriateness and other inadvertent impacts. The draft of the Town Zoning Map shall be designed for use on the Town's website with a visual presentation similar to the actual Map displayed within the Town Offices.

Deliverables:

1. One original and (10) copies of the draft Town Zoning Map discussion.
2. An electronic (PDF) file of the Draft Zoning Map.
3. The Consultant shall work with the Project Manager to evaluate, test and revise the discussion draft Town Zoning Map.
4. The Consultant in conjunction with the Project Manager shall be responsible for providing presentations or attending meetings with the Town officials, land use boards, commissions or committees and the local Chamber of Commerce to present the draft Town Zoning Map and participate in discussion with attendees. The Project Manager will be responsible for providing locations for said meeting, meeting postings if necessary and announcements.
5. Based on public input, the Consultant shall modify, in consultation with the Project Manager, the draft Town Zoning Map as a result of review and discussion - One original and (10) copies of the discussion draft Zoning Map. Provide also in electronic format (PDF) file and individual electronic (PDF) files of each zoning district for review as to accuracy. Also after consultation, a format that meets the requirements of the Braintree Geographic Information System division for future editing and publishing.
6. Preparation of a legal description of the Zoning Map for presentation to the Planning Board and the Town Council to be incorporated in the proposed Town Council Order for acceptance – one original description also in modifiable electronic format and a PDF format.

H. Planning Board Public Hearing Recommendation Process – Zoning Ordinance and Map

The Consultant is responsible for preparing a final version of the proposed Zoning Ordinance and Zoning Map for presentation and discussion with the Planning Board. In addition, the Consultant is expected to attend Planning Board meetings unless otherwise directed by the Project Manager. Given the extensive scope of this project, presentation and discussion may require several meetings dates for the Planning Board review and recommendation process. It is the intention of the Project Manager to establish meetings outside the routine monthly schedule of the Planning Board matters to address the Zoning Ordinance comprehensive revision and Revised Zoning map. The Consultant shall provide an executive summary

explaining the proposed Zoning Ordinance and Zoning Map including the recommended rationale for changes and revisions.

Incorporating any revisions or recommendations from the Planning Board shall be done prior to submission of the Final Zoning Ordinance to be presented for a public hearing and recommendation to the Town Council.

The materials shall be made available to the Planning Board a minimum of one month prior to the scheduled public hearing. The Consultant shall be responsible for developing any necessary handouts to be used in presentations to explain the new Zoning Ordinance and Zoning Map that may be handed out at the public hearings.

Deliverables:

1. Consultant to attend Planning Board public hearing meetings at which the proposed Zoning Ordinance and Zoning Map is to be presented and/or discussed.
2. Accompanying the Zoning Ordinance will be a chart depicting the existing sections to remain as is, those to be eliminated and/or have been incorporated into new sections. Each section of the existing zoning ordinance will need to be included with an explanation of what has happened to it in the draft Zoning Ordinance. This shall serve as a guide for cross-referencing by the land use boards and the general public.
3. The consultant can use a power point presentation to assist in the presentation of the proposed Zoning Ordinance and Zoning Map.
4. One original hard copy and an electronic (Word & PDF) and 6 copies of the draft Zoning Ordinance that at the discretion of the project manager may be made available on CDs. One original sized and an electronic (PDF) Draft Zoning Map and 6 reduced (Tabloid size 11x17) copies Town Zoning Maps.

I. Town Council Public Hearing Adoption Process – Zoning Ordinance and Map

The Consultant along with the Project Manager shall attend both the Town Council Ordinance and Zoning subcommittee meetings and the full Town Council Meetings to present, explain and answer any questions relative to the adoption of the Zoning Ordinance and Zoning Map. The Consultant shall be responsible for developing any necessary handouts to be used in presentations to explain the new Zoning Ordinance and Town Zoning Map that may be handed out at the public hearings.

Deliverables:

1. Consultant will attend the Ordinance and Zoning subcommittee meeting(s) and the full Town Council Meeting at which the proposed Zoning Ordinance and Town Zoning Map are to be presented and/or discussed.
2. Accompanying the Zoning Ordinance will be a chart depicting the existing sections to remain as is, those to be eliminated and/or have been incorporated into new sections. Each section of the existing zoning ordinance will need to be included with an explanation of what has happened to it in

the draft Zoning Ordinance. This shall serve as a guide for cross-referencing by the land use boards and the general public.

3. The consultant can use a power point presentation to assist in the presentation of the proposed Zoning Ordinance and Zoning Map.
4. One original hard copy and an electronic (Word & PDF) and 10 copies of the draft Zoning Ordinance that at the discretion of the project manager may be made available on CDs. One original sized and an electronic (PDF) Draft Zoning Map and 10 reduced (Tabloid size 11x17) copies Town Zoning Maps.

J. Adoption and Implementation of the new Zoning Ordinance and Zoning Map

The Consultant shall provide a final copy (including any amendments from the hearing process) of the adopted Zoning Ordinance in a hard printable copy, modifiable electronic copy, an electronic copy (PDF) created in sections and a web friendly format. The Adopted Town Zoning Map shall also be provided in a format acceptable to the Division of Engineering and Geographic Information System (GIS) department for distribution, inclusion in the Town's GIS layers and internal Town use. A separate web friendly format of the map shall also be provided for posting on the Planning and Community Development web site.

The Consultant shall also provide two (2) day-time meetings for training of Town staff of the new Zoning Ordinance and Town Zoning Map and technical assistance to the GIS Coordinator for utilizing any electronic files of information on the Town's website and GIS system.

Deliverables:

1. Consultant to attend two (2) week day time meetings (2-3 hours each day) with Town staff for training with the new Zoning Ordinance and Zoning Map. One additional meeting with GIS Coordinator for utilizing information on the Town's website and GIS system.
2. One original and (10) copies of the final Zoning Ordinance.
3. One original Town Zoning Map capable of reproduction by the engineering department on mylar.
4. Electronic (PDF) files of the revised Final Zoning Ordinance and Town Zoning Map (PDF) file and individual electronic (PDF) files of each section of the Zoning Code.

IV. Comparative Criteria Evaluation:

After the submission deadline, a list of the name of firms that submitted proposals will be provided upon request by the Director of Planning and Community Development. All proposals submitted remain confidential until such time an Award of Contract has been made by Mayor Joseph C. Sullivan.

Proposals will be reviewed by a selection committee consisting of the Director of Planning and Community Development, Director of Inspectional Services, the Contract Administrator, Town Solicitor and the Chief of Staff pursuant to the evaluation criteria set forth in this section. The Consultant shall provide seven (7) copies of all proposal materials. Upon completion of initial evaluations, firms shall be listed in a ranking

manner. The top three ranking firms may be request to attend an interview with selection committee during day time business hours before their recommendation to Mayor Joseph C. Sullivan.

The Technical and Fee proposal shall remain firm for ninety (90) calendar days after the proposal submission until Contract Award. The anticipated completion date is projected at a maximum for **Fifteen months (15 months)** from the date of a signed contract by all parties; however proposals can recommend a short time frame if adequately substantiated for consideration. Extensions to the projected date must be agreed to by both the Town and Consultant provided work is progressing and a revised schedule of tasks shall accompany any approved extensions. Any request for an extension cannot exceed **six (6) months** from the date of a signed contract by all parties **unless for exceptional reasons and the Consultant is showing progress.**

The Town reserves the right to accept or reject any or all proposals. Each applicant shall bear all expenses with respect to this Request for Proposals and the Town shall have no liability to any person or entity with respect to any matter relating to or arising out of this Request for Proposals.

The Town of Braintree will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration all evaluation criteria as well as price as set forth in the RFP.

(1) Ability to adequately and concisely respond to the proposed Request for Qualifications and Request for Proposal:

Highly Advantageous: Written presentation and responsiveness to RFP Scope of Services was outstanding in organization and ability to address the RFP requirements in a comprehensive and complete manner. Explanation of technical concepts and their application were exceptionally clear and understandable. Overall presentation was addressed in an excellent professional manner.

Advantageous: Written presentation and responsiveness to RFP Scope of Services was very good in organization and ability to address the RFP requirements in a generally good manner. Explanation of technical concepts and their application were very clear and understandable. Overall presentation was addressed in a proficient manner.

Non-Advantageous: Written presentation and responsiveness to RFP Scope of Services was adequate in organization and ability to address the RFP requirements in a fair manner. Explanation of technical concepts and their application are somewhat clear and understandable. Overall presentation was addressed in a good manner but lacking in any professional or proficient manner.

Unacceptable: Written presentation and responsiveness to RFP Scope of Services is unorganized and either missed or did not address at all the RFP requirements. Explanation of technical concepts and their application was not clear or understandable. Overall presentation was lacking sufficient information.

(2) Prior experience with similar Comprehensive Zoning Re-writes or Zoning documents with other municipalities particularly in Massachusetts:

Highly Advantageous: The respondent and/or team have provided a detailed proposal that demonstrates 90% or higher successful client experiences in the preparation of a Comprehensive Zoning re-write or Zoning document (such as a master plan, economic development plan etc.) that

has been adopted by other municipalities. Preference will be considered to those projects located in Massachusetts within the last five years for communities of comparable characteristics and population however consideration of firms within the last ten years located in other New England States can be considered.

Advantageous: The respondent and/or team have provided a detailed proposal that demonstrates 70% or higher client experiences both successful and unsuccessful in the preparation of a Comprehensive Zoning re-write or Zoning document (such as a master plan, economic development plan etc.) that has or has not been adopted by the client community. If not adopted, a clear explanation of the issues surrounding the failure to adopt such Comprehensive zoning rewrite or zoning document should be clearly explained. Preference will be considered to those projects within the last five years for communities of comparable characteristics and population in Massachusetts or in another New England State that have had successful adoptions.

Non-advantageous: The respondent and/or team have provided a detailed proposal that demonstrates 50% or higher client experiences both successful and unsuccessful in the preparation of a Comprehensive Zoning re-write or Zoning document (such as a master plan, economic development plan etc.) that has or has not been adopted by the client community. If not adopted, a clear explanation of the issues surrounding the failure to adopt should be clearly explained. Preference will be considered to those projects within the last five years for communities of comparable characteristics and population that have had some successful adoptions in those communities located outside of Massachusetts.

Unacceptable: The respondent and/or team have provided a detailed proposal that addresses preparation of a Comprehensive Zoning re-write or Zoning document (such as a master plan, economic development plan etc.) with no reference to success of adoption or unsuccessful adoption. Examples of communities within the last five years are not comparable to the Town of Braintree as to characteristics and population.

(3) Sample of a Comprehensive Zoning rewrite as to clarity, content, user friendliness and overall presentation:

Highly Advantageous: The respondent and/or team have provided a sample of a Zoning Ordinance or Bylaw that has recently (within last 3 years) gone through a Comprehensive review and rewrite. Said sample is outstanding in clarity to the reader, comprehensive as to land use zoning, presented in a user friendly format that has incorporated visual diagrams and/or photos to supplement explanations of different land use interpretations. The Ordinance/ Bylaw as a whole document provide an impressive presentation and user friendly for both the development community and the public in general.

Advantageous: The respondent and/or team have provided a sample of a Zoning Ordinance or Bylaw gone through a Comprehensive review and rewrite. Said sample is good as to clarity to the reader, addresses land use zoning, presented in a user friendly format that has limited visual diagrams and/or photos to supplement explanations of different land use interpretations. The Ordinance/Bylaw as a whole document is a good presentation and user friendly for both the development community and the public in general.

Non-advantageous: The respondent and/or team have provided a sample of a Zoning Ordinance or Bylaw that was not a whole comprehensive review of an existing Ordinance or Bylaw. Said sample is good as to clarity to the reader, addresses land use zoning, presented in a user friendly format but with a few or no visual diagrams and/or photos to supplement explanations of different land use interpretations. The Ordinance/Bylaw as a whole document is a good presentation and user friendly in general.

Unacceptable: The respondent and/or team have provided a sample of a Zoning Ordinance or Bylaw that was not a whole comprehensive review of an existing Ordinance or Bylaw. Said sample was not clear, nor addressed land use zoning, was not user friendly. The Ordinance/Bylaw was not a good sample as to presentation.

(4) Sample of an Official Zoning Map as to clarity, content, user friendliness and overall presentation:

Highly Advantageous: The respondent and/or team have provided a sample of an official Zoning Map that has recently (within last 3 years) gone through a comprehensive review and drafting. Said sample is outstanding in visual presentation, provides a user friendly legend, easily accessible for viewing in electronic format and provides exceptional visual clarity of all districts and overlay districts for understanding by the general public.

Advantageous: The respondent and/or team have provided a sample of an official Zoning Map that has recently gone through a comprehensive review and drafting. Said sample is professional in visual presentation, provides a comprehensive legend, accessible for viewing in electronic format and provides visual clarity of all districts and overlay districts for understanding by the general public.

Non-advantageous: The respondent and/or team have provided a sample of an official Zoning Map. Said sample is good as to visual presentation, provides a complete legend, accessible for viewing in electronic format and shows all districts and overlay districts for understanding by the general public.

Unacceptable: The respondent and/or team cannot provide a sample of an official Zoning Map. No effort is made to address criteria.

(5) The ability of the proponent to describe and demonstrate a creative and unique public outreach and participation program with measurable results for adoption of a Comprehensive Zoning Ordinance/Bylaw:

Highly Advantageous: The respondent and/or team have presented an inclusive program of public outreach through a variety of Medias including but not limited only to social media to promote public participation by both stake holders and the general public. The respondent demonstrated extremely successful and all-inclusive methods and campaigns with other municipal clients that had successful adoption of their final Zoning product. A creative and unique approach for a public outreach program that successfully results in public participation is the desired outcome.

Advantageous: The respondent and/or team have presented an adequate program of public outreach through a variety of Medias including but not limited only to social media to promote public participation by both stake holders and the general public. The respondent demonstrated successful and all-inclusive methods and campaigns with other municipal clients that had either successful or unsuccessful adoption of their final Zoning product. A creative and unique approach for a public outreach program that results in public participation is a preferred outcome.

Non-Advantageous: The respondent and/or team have presented a program of public outreach through a limited choice of Medias to promote public participation by both stake holders and the general public. The respondent demonstrated methods and campaigns with other municipal clients that had either successful or unsuccessful adoption of their final Zoning product. The respondent did not favorably show any creative or unique approach for a public outreach program that result in public participation.

Unacceptable: The respondent and/or team presented public outreach efforts but with no structured program and was unable to demonstrate success with other municipal clients. No creativity or unique approaches were presented for consideration.

(6) **The ability of the proponent to present a realistic time schedule to meet or exceed the Town's anticipated time for completion of the project within *Fifteen (15) months* from the contract award date:**

Highly Advantageous: The Town of Braintree has estimated the project from start to finish should take *Fifteen (15) months* for completion. The respondent and/or team that can completely address each task outlined in the scope of services with a realistic and productive time schedule for completion of the project, or can also demonstrate with the utmost confidence a realistic alternative completion date that does not exceed two (2) years. A concise and representative alternative time schedule for completion is preferred.

Advantageous: The Town of Braintree has estimated the project from start to finish could possibly take *Fifteen (15) months* for completion. The respondent and/or team that can address each task outlined in the scope of services with a realistic and productive time schedule for completion of the project but may demonstrate a realistic alternative completion date that does not exceed two (2) years. A concise and representative alternative time schedule for completion is preferred.

Non-Advantageous: The Town of Braintree has estimated the project from start to finish could possibly take *Fifteen (15) months* for completion. The respondent and/or team that address many of the tasks outlined in the scope of services with a time schedule for completion of the project but offer an alternative completion date that does not exceed two (2) years. A concise and representative alternative time schedule for completion is preferred.

Unacceptable: The Town of Braintree has estimated the project from start to finish could possibly take *Fifteen (15) months* for completion. The respondent and/or team that address only some of the tasks outlined in the scope of services with a time schedule for completion of the project but offers no alternative completion date that does not exceed two (2) years. The respondent made no effort to respond with a proposal.

(7) **The ability of the proponent to demonstrate sufficient capacity of personnel and/or use of subcontractors to comply with the proposed schedule.**

Highly Advantageous: The respondent and/or team have demonstrated in detail that they are capable of meeting and/or exceeding the proposed timetable to deliver the final work products with in-house personnel or that they have ready use of a team of available subcontractors; have identified key personnel with experience in specialties supplement the consultant's qualifications; have clearly and concisely outlined their own qualifications for and roles in the proposed project.

Advantageous: The respondent and/or team have demonstrated sufficient capability of meeting and/or addressing the proposed timetable to deliver the final work products with some in-house personnel and/or some access to a team of subcontractors; have identified key personnel with experience in specialties supplementing the consultant's qualifications; have sufficiently outlined their own qualifications for and roles in the proposed project.

Non-Advantageous: The respondent and/or team have demonstrated sufficient capability of meeting and/or addressing the proposed timetable to deliver the final work products with minimal in-house personnel and/or minimal access to a team of subcontractors; have identified key personnel with experience in specialties supplementing the consultant's qualifications; have outlined their own qualifications for and roles in the proposed project.

Unacceptable: The respondent and/or team have not demonstrated that they are capable of meeting and/or addressing the proposed timetable to deliver the final work products with any in-house personnel or any access to a team of subcontractors; have not identified any key personnel with experience in specialties that could supplement the consultant's qualifications; did not outline their qualifications for or roles in the proposed project.

(8) **References from other municipalities**

Highly Advantageous – The Town of Braintree requires a reference form be completed with this response to the RFP. Firms can also include letters in addition to the list of references from at least five (5) municipalities rating them “highly advantageous” and/or also receives no “Not Advantageous” verbal responses when staff checks references. All references submitted pertain specifically to projects either completed or underway in the responding municipality in a high regard.

Advantageous – The Town of Braintree requires a reference form be completed with this response to the RFP. Firms can also submit letters from at least four (4) municipalities rating them “highly advantageous” and also receives no “Not Advantageous” verbal responses when staff checks references. All references submitted pertain specifically to projects either completed or underway in the responding municipality in a moderate regard.

Non-Advantageous - The Town of Braintree requires a reference form be completed with this response to this RFP. Firms that submit no letters of recommendation from other municipalities, but receives a minimum of three (3) “Advantageous” verbal references.

Unacceptable - The Town of Braintree requires a reference form be completed with this response to this RFP. Firms that submits no letters of recommendation from other municipalities, no verbal references, or receive “Not Advantageous” reference.

Section V – Proposal Instructions and Information

A. Proposal Requirements

Each proposal shall be made in accordance with the instructions provided herein. Failure to do so may result in disqualification. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued to all prospective respondents who have obtained a copy of the RFP from the Planning and Community Department as listed on the bidder’s list. The Town is not responsible for providing addendums to third parties that have utilized a solicitation service – it is the bidder’s responsibility to check with their solicitation service.

The proposal shall be divided into two parts and submitted in two envelopes/packages. The first part shall be labeled “Technical Proposal” and the second part “Fee Proposal”; each part is to be submitted in sealed envelopes clearly marked.

All Responses shall be submitted by 2PM on Wednesday, September 13, 2017 at the Planning and Community Development Department located at the lower level of Town Hall. Postmarks will not be considered. The Town shall not be responsible to proposals arriving late due to couriers, deliveries to wrong addresses, express mailing errors etc. Should uncontrolled events force the closure of Town Hall on the day responses are to be submitted, proposals will be accepted until noon on the next business day Town Hall is open.

1. Technical Proposal shall include at a minimum

- A proposal that addresses how the Consultant will perform each of tasks as outlined in the scope of services.
- An anticipated project schedule utilizing the scope of services as milestones from start to finish with an anticipated time commitment for each milestone.
- Introduction to the lead individual and the team associates – including resumes of each individual demonstrating qualification. (no hourly rates in the technical)
- List of subcontractors that will be assisting the individual or team in the project including resumes and/or business portfolio. (no hourly rates in the technical)
- Samples of final work product from other municipalities of zoning ordinance/bylaw re-writes and or comparable documents relative to zoning.
- Municipal references with contact information – see evaluation criteria and reference form for more detail.

2. The Fee Proposal shall include at a minimum

- A total overall price for service – with a schedule of hourly billing rates for each employee category. These rates shall include direct and indirect labor cost without profit. Said total price shall remain valid for a period of ninety (90) days from the submission deadline to accommodate the review period, recommendation to the Mayor and the eventual Contract Award. This is a multi-year contract and the total price proposed will be the final award unless additional work and/or an amendment to the contract are agreed upon. Included in the proposal should be an hourly rate for additional work should it become necessary.
- If subcontractors will be utilized an overall price breakdown as noted above needs to be included and calculated into the final total overall price.
- An estimate of personnel hours required under each employee category on each major task of scope of services. Distinguishing with what will be subcontracting work.

B. General and Special Provisions:

The successful proposer shall be expected to comply with all applicable Federal and State laws in the performance of its services. A copy of the Town's standard contract (see appendices) has been provided as to insurance requirements and other applicable requirements.

The consideration of all proposals and subsequent selection of the successful proposer shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The successful proposer shall adhere to the provisions of the Fair Employment Practice Law of the Commonwealth of Massachusetts, M.G.L. Chapter 151B

The provisions relating to nondiscrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful proposer may receive or award as a result of this contract.

All materials submitted become property of the Town of Braintree and will not be returned to submitting firms.

Proposals may be withdrawn prior to the submission deadline through a formal written request to the Director of Planning/Community Development.

C. Projected Time Schedule for Completion of Project:

The Planning and Community Development Office has estimated a maximum time frame of the work scope and contract should not exceed **Fifteen (15) months** however realistically the project could be completed in a shorter time period. Respondents are given the opportunity to propose a different time frame with explanation – See Section IV (Comparative Criteria Evaluation) – Subsection #6

D. Addendum/Addenda

Should it be determined a written addendum is needed for clarification, interpretation or additional information relative to this RFP, the Town will be provided addendum to those individuals who are listed on the Town's proposer's bid list. Potential Proposers will have to acknowledge the addendum number within their technical proposal. Addenda if needed will be provided at a minimum four (4) days prior to the submission deadline. The Town is not responsible for providing addenda to third parties respondents who have utilized a solicitation service to obtain a bid packet – it is the bidder's responsibility to check with their solicitation service.

E. Questions and Clarifications:

Questions requiring any clarification or interpretation must be submitted in writing to the Project Manager, Christine Stickney, prior to the date of submission and the addenda deadline to afford the Town to adequately respond with a correction or additional information. Please direct all questions regarding this RFP in writing to CStickney@braintreema.gov, questions will be received until **September 6, 2017**.

F. Submission of Proposals

The Proposer will provide six (6) copies of the completed Technical Proposal and six (6) copies of the completed Fee Proposal in accordance with the instructions under (A) proposal requirements. Materials will be accepted by drop off or postal mail. **NO ELECTRONIC OR FAX SUBMISSIONS WILL BE ACCEPTED.**

Proposers are responsible for proper delivery of proposals to the following address:

Christine Stickney, Director
Planning and Community Development Department
Braintree Town Hall (Lower Level)
1 JFK Memorial Drive
Braintree, MA 02184

All Proposals shall be submitted by 2PM on Wednesday, September 13, 2017 at the Planning and Community Development Department located at the lower level of Town Hall. Should inclement weather force the closure of Town Hall on the day responses are to be submitted the next business day Town Hall is open will then become the due date. ** Please note in the Town of Braintree – Town Offices are located in multiple buildings. If you are unfamiliar with

Braintree or will be using a courier service and need directions to drop off your proposal – Please call 781-794-8230 and we will provide directions.

The Planning and Community Development Department is located in the lower level of Town Hall **PROPOSAL LEFT AT OTHER MUNICIPAL BUILDINGS OR OFFICES WILL NOT BE CONSIDERED SUBMITTED**

G. *Projected Time Schedule of Solicitation* (subject to change)

| | |
|----------------------------------|--|
| <i>August 14, 2017</i> | Announcement in the Patriot Ledger (local newspaper) |
| <i>August 14, 2017</i> | Notice Posted on Department Bulletin Board Notice Posted on Town Website |
| <i>August 14, 2017</i> | Announcement in the Goods & Services Bulletin that the RFP is available |
| <i>August 14, 2017</i> | Notice Published on COMMBUYS |
| <i>August 23, 2017</i> | Pre-Proposal Meeting for bidders – not mandatory (10:30AM – Johnson Chambers, Braintree Town Hall) |
| <i>September 6, 2017</i> | Last Day - Questions to the Planning/Comm. Develop Director |
| <i>September 7, 2017</i> | Last Day Addenda will be issued |
| <i>September 13, 2017</i> | Submission deadline for RFP (2PM) at the Planning/Community Development Department (See E- Submission of materials) Review of Proposals by Evaluation Committee |
| <i>September 27, 2017</i> | Recommendation to Mayor Sullivan |
| <i>September 27, 2017</i> | Mayor's decision and anticipated Notice of Award Contract review & Execution |
| <i>October 3, 2017</i> | Anticipated Notice of Start of Work (on or about) |

APPENDICES

Appendix "A"

Zoning Ordinance <http://www.townofbraintreegov.org/planning/documents.html>

Zoning Diagnostic and Issues Report dated 12/31/15 (separate file on disk)

Draft Comprehensive Zoning Bylaw Rewrite #1 dated 12/23/16 rev. 1/17/17 (separate file on disk)

Appendix "B" – See Below

Appendix "B"

REFERENCE FORM

| Municipality Name & Contract Date | Nature of Project | Contact Person Name | Contact Person Phone | Contact Person Email |
|--|------------------------------|--------------------------------|-------------------------------------|---------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Appendix "B"

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws, _

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

Appendix "B"

CERTIFICATION OF NON-COLLUSION

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

For (Vendor/Company) *

Signature

Printed Name: _____

Title: _____

Date: _____

*Must be signed by the person signing the bid, proposal, or contract.

Appendix "B"

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the
_____, having a principal place of business at
(state)

_____, hereby certify that the
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the
Commonwealth of Massachusetts relating to taxes, as required by
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this _____ day of
_____, 20__.

(signature of representative/position/title)

(print name of person signing above)

Date: _____

Appendix "B"

CONTRACT BETWEEN THE TOWN OF BRAINTREE
AND
VENDOR

This Agreement is made on this ___ day of _____, 20___ between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and VENDOR, whereby the parties contract for services under the terms and conditions set forth herein.

I. PARTIES

The parties to this contract are the Town of Braintree, acting by and through its duly elected Mayor and VENDOR. The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and VENDOR is a (corporation/sole proprietorship/limited liability company/ partnership) with a principal place of business at _____.

II. DESIGNATED REPRESENTATIVES

The Town designates _____ (name and title) and VENDOR designates _____ (fill in name and title) as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) Town's Specifications, dated _____;
- 3) VENDOR's proposal, dated _____;
- 4) VENDOR's Certificate of Non-Collusion;
- 5) VENDOR's Certificate of Tax Compliance; and
- 6) VENDOR's Certificate of Authorization;
- 7) VENDOR'S Performance & Payment Bonds, if applicable;
- 8) VENDOR'S Certificate of Insurance;
- 9) VENDOR's Additional Insured Endorsement Page; and
- 10) Prevailing Wage Schedule, if applicable.

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. If the terms of any of the documents are in conflict, the terms of this agreement shall prevail.

IV. SERVICES

The scope of services to be provided by VENDOR is as follows:

(Insert detailed description of services to be rendered. If services are detailed in the Town's Specifications, attach copy of the specifications and insert here: "The services to be performed by VENDOR are fully described in the Town's Specifications, which are attached hereto and incorporated herein by reference." If the services are procured through the State bid list/COMPASS or through a consortium bid, please insert name and reference number to such bid.)

V. QUALITY OF WORK

VENDOR represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. VENDOR shall be liable for its services rendered under this Contract.

VI. COMPENSATION

On a monthly basis, VENDOR shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to VENDOR. Total compensation to be paid to VENDOR pursuant to this contract shall not exceed \$_____.

VII. TIME FOR PERFORMANCE

All services to be performed pursuant to this contract shall be completed by VENDOR by (Insert Date).

VIII. SUBJECT TO APPROPRIATION

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

IX. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against VENDOR if signed by their authorized representative.

X. ASSIGNMENT

VENDOR shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon VENDOR's assigns, transferees and/or successors in interest.

XI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XII. CONFLICT OF INTEREST

Both the Town and VENDOR stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, VENDOR certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

XIII. INSURANCE

VENDOR shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, VENDOR is required by this agreement to name the Town of Braintree as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, VENDOR is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added. If Subcontractors are used, all of the provisions of this section apply to the Subcontractor(s).

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability (applicable for any vendor/consultant providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any vendor/consultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the VENDOR to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the VENDOR's liability for any damages arising from the VENDOR's performance of services under this contract.

The VENDOR is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the VENDOR shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the VENDOR shall provide the Town of Braintree with a new certificate of insurance coverage.

XIV. INDEMNIFICATION

VENDOR hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of VENDOR's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

XV. TERMINATION

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. VENDOR shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

XVI. BREACH OF CONTRACT

Failure of VENDOR to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if VENDOR cures said breach within the fourteen day period.

XVII. CERTIFICATION OF TAX COMPLIANCE

This contract shall include a certification by VENDOR that VENDOR is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

XVIII. PREVAILING WAGE RATES (applicable to any public works or public building project, including tree removal)

VENDOR represents that it shall comply with the provisions for prevailing wages as governed by M.G.L.c.149, §§26-27, and as established by the Department of Labor, Division of Occupational Safety. VENDOR shall furnish the Town a copy of VENDOR's certified weekly payroll records throughout the duration of this Agreement.

In addition, VENDOR shall be responsible for ensuring that it, and any of its subcontractors, furnish the Department of Labor and Workforce Development/Division of Occupational Safety a Statement of Compliance with the provisions of M.G.L.c.149, §§26-27 upon completion of the services performed under this Agreement.

For VENDOR:

(Signature, Title)
Date: _____

For the Town of Braintree:

Joseph C. Sullivan, Mayor
Date: _____

Joseph H. Reynolds
Chief of Staff & Operations

Approved As to Form:

Lisa S. Maki
Town Solicitor

Recommended by:

Department Director

Approved as to Available Funds

Mark Lin, Town Accountant
Account No.: _____
Purchase Order No.: _____

