



# **TOWN OF BRAINTREE**

**1 JFK Memorial Drive  
Braintree, MA 02184**

**Request for Proposals (RFP)**

**Community Vision and Character Plan  
&  
Master Plan**

**Due: July 16, 2021 at 12:00 p.m.**

**Awarding Authority:**

Mayor, with the recommendation of the Selection Committee Members.

**Contact:**

Lorraine See, Contract Administrator  
Braintree Town Hall  
1 John F. Kennedy Memorial Drive  
Braintree, MA 02184  
[lsee@braintreema.gov](mailto:lsee@braintreema.gov)

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## **INTRODUCTION**

### ***Section I - Legal and Project Information***

#### **A. Legal Advertisement for Phase I and Phase II**

<i>Published in the Goods and Services Bulletin</i>	<i>Monday, June 14, 2021</i>
<i>Published in Patriot Ledger Newspaper</i>	<i>Monday, June 14, 2021</i>
<i>Posted on MA APA Bulletin</i>	<i>Monday, June 14, 2021</i>
<i>Posted to the Town of Braintree Website</i>	<i>Wednesday – June 16, 2021</i>

## **Legal Advertisement**

### **REQUEST FOR PROPOSALS (RFP) TOWN OF BRAINTREE COMMUNITY VISION AND CHARACTER PLAN & MASTER PLAN RFP**

The Town of Braintree seeks proposals from interested parties for Master Planning Services. The work contains two phases. Phase I is to develop/implement a Community Character and Vision Plan and Phase II is to prepare a Comprehensive Master Plan consistent with the requirements of MGL Chapter 41 Section 81D. The Request for Proposals (“RFP”) may be obtained from the Town website at <http://www.braintreema.gov/Bids.aspx> on June 16, 2021 at 9:00am through July 16, 2021 at 12:00pm. Proposals are due on July 16, 2021 until 12:00 PM (noon) to Lorraine See, Braintree Town Hall, 1 John F. Kennedy Memorial Drive, Braintree, MA 02184. Price and technical proposals must be submitted separately, sealed, and clearly marked. Proposals that are not prepared as required will be considered non-responsive. Late proposals will not be accepted.

The Town reserves the right to cancel all or part of this solicitation and to reject in whole or part any and all proposals. Notice is also available at [www.masspublicnotices.org](http://www.masspublicnotices.org).

## **B. Project Introduction**

The Town of Braintree seeks proposals from Consultantss for master planning services. The work contains two phases. Phase I is to develop a Community Character and Vision Plan and Phase II is to prepare a Master Plan consistent with the requirements of MGL Chapter 41 Section 81D.

The Town has determined it necessary to use an RFP process to compare proposals. A thorough review of all proposals will allow the Town to assign higher ratings to proposals that meet and/or exceed identified requirements and identify the vendor with the highest level of expertise.

The respondent's submission of a proposal in response to the RFP shall constitute acceptance by the respondent of the terms and conditions of this RFP, terms of which shall be incorporated by reference in any contract executed pursuant to this RFP.

Proposers who feel specifications are overly restrictive or otherwise improper or inadequate should submit their concerns in writing no later than the date listed in this RFP. The Contract Administrator may issue to all known Proposers, an addendum explaining the Town's position on the question(s) raised.

Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts governing the procurement of supplies and services, and to all other applicable federal and state laws, and municipal ordinances as most recently amended. These provisions of law are assumed to apply to this Request for Proposals as though fully written out in this document, and they shall be deemed to be included in the contract the same as though herein written out in full.

The Town may waive minor informalities, cancel this Request for Proposals, in whole or in part, or may reject any or all proposals submitted if it is deemed to be in the best interest of the Town.

## ***Section II -Project Information***

### **A. Community Background**

The Town of Braintree (Braintree) or the Town) is located in Norfolk County, approximately twelve (12) miles south of Boston. The population as reported in the 2018 U.S. Census was 37,200 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 93, Route 53, Route 37 and Route 3. In addition to highway access, Braintree is fortunate to be serviced by rail including the Massachusetts Bay Transportation Authority (MBTA) lines of Middleboro, Plymouth and Greenbush commuter rail. In addition to the commuter rail, Braintree is the terminus of the MBTA of the red line transit connecting to all points north in the MBTA rapid transit system through Boston to Cambridge. 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 very reasonable residential tax rate (\$9.95) and a higher commercial tax rate (\$21.84). The Town's largest taxpayer, the South Shore Plaza, is a regional mall with 1.6 million Sq. Ft. of gross leasable area of retail, restaurant and service businesses. Braintree's ideal location includes many distribution and manufacturing businesses with easy access to eastern Massachusetts and locations west and south 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. The Town is part of the Life Science Corridor and has a strong desire to promote and accommodate this type of industry through-out Braintree.

Residential neighborhoods throughout the community contain a diverse group of households that includes several families. Several residents have resided in Braintree their entire life, which brings a strong sense of Community. Education is a major attraction for new families considering relocation to Braintree, with a highly rated public education system as well as the variety of with private options, Boarding, Montessori and Parochial schools, with several children walking to school. Braintree also offers numerous amenities such as recreational lands (active and passive), Pond Meadow Park, Town Forest, the Braintree Municipal Golf course, and public beaches along the Weymouth Fore River & Sunset Lake.

## **B. Project Overview**

In 2015, Braintree embarked on a comprehensive re-write of the Town's Zoning Bylaws/Ordinance including several text amendments and rezones to the Town's zoning map. As the first draft of the proposed Comprehensive Zoning began to move through the Planning Board's public hearing process, it became apparent from comments from residents, the general public and other stakeholders, that there was a difference of opinion as to how Braintree should be redeveloped, developed and grow in the future. There was a consensus of the residents and elected officials that a Master Plan should be done first before any new Comprehensive Zoning should be considered for adoption. The Comprehensive Zoning Amendments were withdrawn.

The Town's last Master Plan update was completed in 1998. Since 1998, the Town has experienced growth in almost all sectors: residential, industrial, commercial, service, retail and dining, institutional and non-profit. In 2008, the form of government changed from a Board of Selectmen/representative Town Meeting to a strong Mayor/Town Council form of government. The Town being strategically located near two major highways, having significant public transit options, a significant commercial tax base and a low residential tax rate has both benefits and impacts. The result of our good fortune has left us with a need for major infrastructure improvements to accommodate the mix of cars, trucks, buses, trains, etc. and people. Our good fortune has also resulted in the encroachment of commercial activity in residential areas - which has negatively affected quality of life in certain areas of the town. It has also left us with a need to address other quality of life issues such as traffic enforcement/regulation, parking supply, regulation and enforcement, and, pedestrian/bicycle safety. In addition, we, like many other towns, will need to address housing supply challenges and be creative when planning for excess/reuse of commercial and retail space. Planning for the future shall allow for growth while

maintain a suburban Town scale and feel. The Town needs to create a vision where quality of life for the residents is improved while promoting a strong economic base to support quality municipal services.

Mayor Charles C. Kokoros, recently inaugurated as Braintree's second Mayor in January of 2020, has pledged efforts for a Master Plan during the first term of his administration. A Master Plan will serve as a guide for land use and development vision for the Town while evaluating the capacity and sustainability of our Municipal Facilities, Services and Infrastructure. In order to accomplish a Master Plan, it is crucial that the Phase I Community Vision and Character Plan be developed to reflect the community wide values, vision and aspirations of all stakeholders involved in the Phase II Master Plan process.

Community and Land Use Planning is a dynamic process with priorities that can change over time depending on the climate of both the community and development trends. However, with a clear and current vision of where the Town of Braintree desires to be in the future a Master Plan will serve to guide future land use planning and zoning efforts as well as influence decision making. It has been determined that the Town must first establish a Community Character and Vision Plan to aid in the success of the Master Plan. It is critical that the Master Plan is an organic document that represents Braintree.

Mayor Kokoros has appointed an eleven (11) member steering committee. The Steering Committee and the Department of Planning and Community Development will guide and oversee the progress of the Community Character and Vision Plan. The Steering Committee has been developed a mission statement detailing responsibilities and parameters of their role in the process. Day to day contract management and administration is the responsibility of the Director of Planning and Community Development.

The Town is seeking professional consulting services from a Consultant, Consulting Firm or Team of Consultants (collectively "Consultant"). The Consultant must be able to obtain a clear understanding of current concerns, opinion and desires within the community and provide recommendations, actions and implementation strategies to address current concerns and help the Town with a Master Plan to create its vision. The use of an aggressive public participation plan is crucial and will serve to improve the entire process. Said Consultant shall be experienced in public outreach and participation, with the ability to build consensus amongst a large group with different opinions in order to cultivate and develop a Community Character and Vision Plan and a Master Plan consistent with the requirements of MGL Chapter 41 Section 81D. The Consultant shall also be able to effectively and sufficiently gather data, assess data and trends and provide projections, recommendations and guidance related to the required elements in the Master Plan. The built environment, current quality of life concerns and land use patterns, improvements and challenges shall all be identified and evaluated through-out Phase I and II. The Consultant must have experience with similar assignments in other Cities and Towns and have the ability to deliver an inclusive and complete final product on time.

### ***Section III – Proposal Submission Instructions and Information***

#### **A. Proposal Submission Requirements**

Each proposal submission shall be prepared 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 town of Braintree Website <https://braintreema.gov/Bids.aspx> 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 submission shall be divided into two (2) parts and submitted in two (2) separate packages. The first package shall be labeled "Technical Proposal Phase I and II" and the second one shall be labeled "Fee Proposal Phase I and II" (Price shall include both Phases). Each part is to be submitted in sealed packages clearly marked and also include the respondents name, address and phone number. The Technical and Fee proposal shall remain firm for ninety (90) calendar days from after July 16, 2021.

Please Provide:

*Seven (7) hard copies presented bound or in a binder of the completed Technical Proposal;*

*Seven (7) USBs with a copy of the Technical Proposal;*

*Seven (7) hard copies presented bound or in a binder of the completed Fee Proposal; and*

*One (1) USB with a copy of the Fee Proposal.*

Submission will be accepted by in person drop off, courier service, U.S. postal mail, UPS, FedEx or similar service. Please plan delivery accordingly to meet the submission deadline. Faxed or emailed submissions will not be accepted. Late bids will not be accepted. Proposals must be sealed and clearly marked with the words "Braintree Community Vision and Character Plan & Master Plan RFP". It is the sole responsibility of a Proposer to ensure that the bid arrives on time at the designated place. It is strongly encouraged recommended that bids are mailed or delivered in advance of the due date and time. Postmarks will not be considered. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. No individual extensions of this deadline will be granted.

Respondents are responsible for proper delivery of proposal submissions to:

**Contract Administrator: Lorraine See**

**Finance Office/Second Floor**

**Braintree Town Hall**

**1 JFK Memorial Drive**

**Braintree, MA 02184**

**(Phone 781-794-8144)**

**[Lsee@braintreema.gov](mailto:Lsee@braintreema.gov)**

**All Proposal Submissions shall be submitted by**  
**Friday July 16, 2021 By 12:00PM**

*Should inclement weather or some force majeure event occurs that closes Town Hall, submissions will be accepted the next business day Town Hall is open until 12:00PM.*

**PLEASE NOTE:**

**PROPOSALS LEFT AT OTHER MUNICIPAL BUILDINGS OR OFFICES WILL NOT BE CONSIDERED SUBMITTED. OTHER TOWN DEPARTMENTS ARE NOT RESPONSIBLE TO DELIVER THESE PACKAGES TO THE CONTRACT ADMINISTRATOR.**

**1. Technical Proposal shall include at a minimum:**

- a. A proposal that addresses how the Consultant will perform each of the tasks as outlined in the scope of services.
- b. An anticipated project schedule utilizing the scope of services as milestones from start to finish with an anticipated time commitment for each milestone.
- c. Introduction to the lead individual and the team associates – including resumes of each individual demonstrating qualification. (No hourly rates in the technical proposal).
- d. List of subcontractors that will be assisting the Consultant in completing the Contract including resumes and/or business portfolio. (No hourly rates in the technical proposal).
- e. Samples of final work product from other municipalities of similar plans (Master and Visioning) and or comparable documents that require similar skills of those required to complete the work in the RFP.
- f. Municipal references with contact information including daytime telephone numbers and email addresses. (See Evaluation Criteria)

**2. The Fee Proposal shall include at a minimum:**

- a. A total overall price for Phase I and II in the same Fee Proposal. It shall include a schedule of hourly rates and titles for all employees including sub-contractors, as well as the total amount of hours each employee or subcontractor will spend on each task. 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 July 16, 2021 to accommodate the review period, recommendation to the Mayor and the eventual Contract Award. Included in the proposal should be an hourly rate for additional work should it become necessary.
- b. Incidentals such as mileage, copying expenses etc. shall be incorporated into the overall fee proposal and detailed within. Once awarded, miscellaneous fees will not be paid for

unless approved by the Director of the Department of Planning and Community Development.

- c. An estimate of personnel hours required under each employee category on each major task of scope of services, distinguishing what work will be subcontracted.
- d. A flat hourly fee for additional work requested by the Town not included in the original scope of services.

### **B. General and Special Provisions**

The successful proposer shall be expected to comply with all applicable Federal, State and Local laws in the performance of its services, and they shall be deemed to be included in the contract the same as though herein written out in full. 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, MGL 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 in response to this RFP become property of the Town of Braintree and will not be returned.

Proposals may be withdrawn prior to the submission deadline, by formal written request to:

**Contract Administrator: Lorraine See**  
**Finance Office/Second Floor**  
**Braintree Town Hall**  
**1 JFK Memorial Drive**  
**Braintree, MA 02184**  
**(Phone 781-794-8144)**  
[Lsee@braintreema.gov](mailto:Lsee@braintreema.gov)

### **C. Projected Time Schedule for Completion of Phase I and II**

The Town has estimated a time frame of four (4) to six (6) months to complete Phase I and twelve (12) to fifteen (15) months to complete Phase II. Provisions for a mutual extension of two (2) months may be provided for as described here within. The project could also be completed in a shorter time period. (See Comparative Criteria Evaluation)

**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 provide an 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 seven (7) business days prior to the bid 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, clarifications or interpretation related to this RFP must be submitted in writing to:

**Contract Administrator: Lorraine See**  
**Finance Office/Second Floor**  
**Braintree Town Hall**  
**1 JFK Memorial Drive**  
**Braintree, MA 02184**  
**(Phone 781-794-8144)**  
[Lsee@braintreema.gov](mailto:Lsee@braintreema.gov)

By Friday July 2, 2021 at 12:00PM to afford the Town time to adequately respond with a correction or additional information prior to the Addenda issuance deadline of Friday July 9, 2021.

**F. Projected Schedule of Solicitation (subject to change)**

Wednesday June 16, 2021	Announcement in the Goods & Services Bulletin/Central Register and MAPC Website that the RFP is available
Wednesday June 16, 2021	Announcement in the Patriot Ledger that the RFP is available and Posted on the Town Website
Friday July 2, 2021 12:00PM	Last Day for Questions
Friday July 9, 2021	Last Day Addenda will be issued (Seven business days prior to submission deadline)
Friday July 16, 2021 12:00PM	Proposal Submission deadline for RFP
July 17, 2021 to July 26, 2021	Review of Proposals by Evaluation Committee
July 27/28 2021	Recommendation to Mayor Charles C. Kokoros
July 30, 2021	Mayor’s Decision/Notice of Award
August 20, 2021	Contract Review & Execution
Around August 23, 2021	Phase I Anticipated Start of Work

Mid-December 2021 to Mid-February 2022 Completion of Phase I

Early January 2022 to End of February 2022 Phase II Anticipated Start of Work  
CONSULTANT TO PROVIDE SCHEDULE FOR PHASE II SCOPE OF SERVICES

January to May of 2023 (12-15 Months) Completion of Phase II

### **G. Non-Collusion**

It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process.

### **H. Translation**

All documents/deliverables, messages and materials generated for Public information, review and input shall be translated into alternate languages as necessary.

## **PHASE I SCOPE OF SERVICES – COMMUNITY VISION AND CHARACTER PLAN**

### ***Section I – Building a Community Vision and Character Plan***

#### **A. Project Objectives**

1. To create and implement a public outreach program that engages public input from the general public including but not limited to residents, representatives of the business community, non-profit institutions and other stakeholders identified throughout the Town.
2. Public engagement will target quality of life desired in Braintree as it relates to aesthetics, environmental policy, environmental justice, town services, recreation, diversity, age in place accommodations within the community, cultural & historical resources, vibrant village squares, sustainability, transportation/traffic/congestion, climate preparedness, economic development and other identified attributes to understand the desire of said stakeholders within the community.
3. To gather public input, compile statements, evaluate opinions and cultivate a vision built on consensus to develop a Draft and Final Community Vision and Character Plan in conjunction with the Steering Committee for the initial visioning guidance and direction for the Master Plan.
4. Complete the Community Vision and Character Plan to be delivered within four (4) to six (6) months of award.

#### **B. Scope of Services**

The Consultant shall develop and coordinate a public participation plan that establishes a series of charrettes, conversations and forums to allow for public engagement and input in determining the Town's vision for land use in the future. That input shall be used to create the Community Character and Vision Plan. This Plan will be used to identify key themes, elements, and goals related to the Town's preserved environment, built environment and future growth as we complete the Master Plan. This is a critical preliminary element to be accomplished in order to

develop consensus and clarity through-out the Community from the beginning stages of the Master Plan Process.

### **C. Deliverables**

1. Within 45 Days of Contract Award the Consultant shall provide a written Public Participation Program (PPP) for review and approval by the Steering Community, the Mayor and the Director of Planning and Community Development. The PPP shall detail the strategy and timeline for engaging the public and all stakeholders in the Community Vision and Community Character Planning Process.

- The PPP shall first outline a strategy and recommended series of meetings and/or charrettes for residents, civic associations, businesses, neighborhood organizations and town departments/boards related to the Master Plan Elements to obtain public input as to the vision, character and priorities for the various elements to be planned for within the Master Plan.
- The PPP shall include a list of suggested stakeholders within the community. The Mayor, the Steering Community, the Chief of Staff and the Director will work cooperatively to ensure the suggested stakeholders represent a diverse group of residents, businesses and Town Departments/ Boards related to the Master Plan Elements.
- Exploration and implementation of methods to equally reach the Public and provide accessible ways for them to provide input. Gathering input from a group that is representative of the population and demographic is important.

2. A Web Page shall be developed and maintained by the consultant as an extension of the Town's Website. The Web Page shall provide the public with easy access to the materials related to the PPP and the Community Vision and Character Plan, all meeting information and other media and materials generated, and an option to leave comments shall be provided as well as a target group/topic specific surveys (multiple languages) that could be used to collect data from harder to reach residents and groups.

3. The Consultant is responsible for development of press releases that will be presented to the Mayor and the Director for the initial kick-off project once the Consultant is awarded a contract and intermittent press releases during the entire process as approved by the Mayor.

4. Social media options for outreach to numerous stakeholders for participation is required as a form of public outreach. The Consultant and the Steering Committee shall explore the use of the Public School System, Braintree Youth and Braintree Residents in creating a hashtag, catchy project/branding name and /or logo to help draw positive attention to the project.

5. The Consultant shall work with the Director and Chair of the Steering Committee to arrange and facilitate meetings with the Steering Committee and the Community both virtually and in person at Town Hall and in smaller focus groups at various locations as needed. The Consultant

is responsible for providing a meeting report with notes for all Public Meetings and posting on the Project website.

6. Phase I shall include a Draft Plan submitted with ample time for public discussion, review and input. The Draft Plan public review shall include a presentation from the Consultant to the Town Council, Steering Committee and Planning Board, in addition to the other public presentations outlined by the Consultant and requested by the Mayor, and will be subject to revisions as needed. The Final Plan will be a report that clearly outlines the results of Community Vision and Community Character Planning Process.

#### **A. Phase 1 Minimum Evaluation Criteria**

Proposals will be opened by the Contract Administrator, in the presence of one or more witnesses. A register of proposals received will be compiled and will be available as a public record by the close of business on the date that proposals are due and posted on the Town of Braintree website <https://braintreema.gov/Bids.aspx>. All Proposals submitted remain confidential until such time an Award of Contract has been made by Mayor Charles C. Kokoros.

Proposals will be reviewed by a selection committee consisting of the Director of Planning and Community Development, the Chief of Staff/Town Solicitor or their designee, the Chair of the Planning Board and two Members of the Steering Committee (Selected by the Steering Committee), pursuant to the evaluation criteria set forth in this Section. Upon completion of initial evaluations, firms shall be listed in a ranking manner. The Consultants may be requested to attend an interview at any point of the evaluation with the Selection Committee before a recommendation is made to Mayor Charles C. Kokoros.

The selection of the most qualified consultant will be in accordance with the provisions of MGL Chapter 30B, as applicable. A selection committee will review the proposals and make a recommendation on the most qualified consultant for the project, based on the score of the technical proposal. Initial screening of applicants will be based on the completeness of the proposal and the demonstrated qualifications within the submittal against the Minimum Evaluation Criteria.

#### **At a minimum, the Consultant meet the following requirements:**

1. The principal and project manager to be assigned to this project must commit to be available for meetings with the Town on days or evenings, as required. Key personnel specified in the project proposal are considered to be essential to the work's performance. Firms or teams must commit to at least a 60-day notification period prior to voluntarily diverting any of the specified individuals or resources to other programs or contracts and must mutually agree with the town on a replacement so as not to impact the quality or timeline of deliverables.

2. The firm or team must have previous experience in developing municipal Visioning and Master Plans. Completion of two similar projects in municipalities in Massachusetts within the last five (5) years is required. Samples of Visioning and Master Plans shall be provided upon Request by the Town.

3. The volume of the firm's current and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The firm and all team members must confirm that they are capable of devoting a significant amount of time to this project in order to complete the work within the mutually agreed upon project schedule.
4. The response to the RFP must be complete and address all items set forth in the RFP.

## **B. Phase 1 Comparative Criteria Evaluation**

### **(1) Ability to adequately and concisely respond to the proposed 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 appears 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 Community Vision/Character Plan for municipalities particularly in Massachusetts and/or any municipalities of similar size and characteristics not located 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 Community Vision/Character Plan that helped with further Planning efforts. 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 successful client experiences in the preparation of a Community Vision/Character Plan that helped with further Planning efforts. If not, a clear explanation of the issues surrounding the failure to use such Community Vision/Character Plan 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 plans.

**Non-advantageous:** The respondent and/or team have provided a detailed proposal that demonstrates 50% or higher successful client experiences in the preparation of a Community Vision/Character Plan that helped with further Planning efforts. If not a clear explanation of the issues surrounding the failure to use such Plan 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 Community Vision/Character Plan with no reference to success. 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 Community Vision/Character Plan as to clarity, content, user friendliness and overall presentation:**

**Highly Advantageous:** The respondent and/or team have provided a sample of a Community Vision/Character Plan that has recently (within last five years) gone through an acceptance process. Said sample is outstanding in clarity to the reader, comprehensive as to land use review and recommendations, presented in a user-friendly format that has incorporated visual diagrams and/or photos to supplement explanations of different recommended public input visions. The Community Vision/Character Plan as a whole document provide an impressive presentation, clear and inclusive of all elements and user friendly for the community.

**Advantageous:** The respondent and/or team have provided a sample of a Community Vision/Character Plan that has gone through an acceptance process within the last five years. Said sample is good as to clarity to the reader, addresses land use review and recommendations, presented in a user-friendly format that has limited visual diagrams and/or photos to supplement explanations of different recommended public input visions. The Community Vision/Character Plan as a whole document is a good presentation, inclusive of most elements and user friendly for the community.

**Non-advantageous:** The respondent and/or team have provided a sample of a Community Vision/Character Plan that was not done with acceptance by a community in the last five years. Said sample is good as to clarity to the reader, addresses some land

use review and recommendations, presented in a user-friendly format but with a few or no visual diagrams and/or photos to supplement explanations of the different recommended public input visions. The Community Vision/Character Plan as a whole document was a fair presentation and user friendly in general.

**Unacceptable:** The respondent and/or team have not provided a sample of a Community Vision/Character Plan. Said sample was not clear, did not address and land use review and recommendations, public input and was not user friendly. The plan was not a good sample as to presentation.

(4) **The ability of the proponent to describe and demonstrate a creative and unique public outreach and participation program with measurable results for acceptance of a Community Vision/Character Plan:**

**Highly Advantageous:** The respondent and/or team has 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 acceptance of the Community Vision/Character Plan. 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 has 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 acceptance of their Community Vision/Character Plan. 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 has 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 acceptance of their Community Vision/Character Plan. 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.

(5) **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 four (4) to six (6) months from the contract award date:**

**Highly Advantageous:** The Town of Braintree has estimated the project from start to finish should take four (4) to six (6) 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 that a four (4) month completion date can be achieved.

**Advantageous:** The Town of Braintree has estimated the project from start to finish should take four (4) to six (6) 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, and can demonstrate that a four (6) month completion date can be achieved.

**Non-Advantageous:** The Town of Braintree has estimated the project from start to finish should take four (4) to six (6) 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, and can demonstrate that a eight (8) month completion date can be achieved.

**Unacceptable:** The Town of Braintree has estimated the project from start to finish should take four (4) to six (6) 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, and can demonstrate that a ten (10) month completion date can be achieved.

(6) **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 their submission 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 who 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 who submit no letters of recommendation from other municipalities, no verbal references, or receive “Not Advantageous” reference.

## **PHASE II SCOPE OF SERVICES: MASTER PLAN**

### ***Section I – Building a Master Plan***

#### **A. Project Objectives**

The Master Plan is to be prepared and completed in accordance with the requirements of MGL Chapter 41 Section 81D and may include additional elements desired by the Town and further detailed in the RFP. For example, the Town desires this Master Plan and Public Process surrounding the development to address the following objectives:

1. The understanding that local and regional planning studies, as well as market conditions, suggest continued demand for all types of housing, redevelopment and job creation in Braintree, and to stimulate open discussion about how best to accommodate this potential growth without negative impact to the quality of life.
2. At a minimum Goals and Tasks to address the re-use of vacant or under-utilized properties, life science economic development programs, village squares and affordable/diverse housing along with any other specialized topics resulting from Phase I.
3. Sustainability should be woven throughout all elements of the Master Plan, rather than in a stand-alone section. All elements of the Plan shall consider both environmental and fiscal sustainability. Items like hazard preparedness, climate change, transportation, green building, conservation of all types and alternative energy shall be considered;
4. A continued robust public process and continued creative community engagement strategy will be critical to ensuring the Master Plan is completed pursuant to the Community Character and Vision Plan fairly reflects the town.
5. A concise, yet comprehensive, document designed to provide a basis for decision-making about the Town’s future.
6. Articulates an easily understood vision of the Town’s future, which is crafted from a wide and varied range of community perspective and offers an aspirational outlook.
7. A well-grounded vision with a clear and creative, specific, realistic, and cost-effective implementation strategies.
8. The Master Plan should take into consideration recent studies and analyses prepared by or for the Town and incorporate relevant information into the Master Plan at the appropriate junctures.

9. The Consultant will inventory and analyze varied data including but not limited to data that is physical and demographic and will analyze development trends in order to provide a complete understanding of current conditions.
10. The Consultant will work with the Steering Committee, the Director to continue the robust public participation process that was conducted for the Community Character and Vision Plan, that utilizes a variety of techniques to inform and be informed by the public.
11. The Consultant will review the Braintree Zoning Bylaw, among other existing policy and regulatory documents, to identify and recommend any changes necessary to be consistent with the Master Plan.
12. The Consultant will make other recommendations necessary to carry out the vision, which may include town facility and infrastructure improvements, resource allocation, and participation in state and federal programs that are consistent with implementing the Master Plan.
13. The Master Plan document should be organized in a clear and logical format and be visually compelling to effectively communicate data, Master Plan objectives, and implementation concepts understandable to the casual reader.

**B. Existing Plans, Studies and Reports of Relevance (Insert List)**

The Consultant shall meet with the Director and the Chief of Staff to review the administrative requirements. The Director of Planning & Community Development (PCD) shall serve as the “Project Manager” of the process.

The Consultant shall review all existing materials provided to them in electronic format (or if only available in hard copies) that have been completed in the last ten (10) to fifteen (15) years relative to any of the elements of the Master Plan as detailed below. Using these materials, the Consultant should be able to incorporate relative data and recommendations as to the best way to approach and development of the Master Plan.

The Consultant shall review all the items provided and if questions or additional information is deemed necessary, the Director (and other Town Staff) will respond and work with the appropriate department, board and or committee to gather information and responses.

The Consultant shall also examine the current zoning bylaws/ordinances and zoning map.

**Past Master Plans**

Braintree Master Plan – April 1998

Braintree Master Plan – January 1985

Braintree Master Plan – September 1963

### **Under Demographic**

“Envision Braintree: Demographic Profile & Demographic Projections” - March 2015

### **Under Transportation**

“Draft Massachusetts Freight Plan” - 2017

“Parking in Braintree Powerpoint Presentation” - 2017

“Safe Access to Transit for Pedestrians and Bicyclists: Braintree Station” - December 2012

“Braintree – Townwide Ten Year Transportation Management Plan” – February 2001

### **Under Economic Development**

“Braintree Ivory Street Corridor: A Transit Orient Development (TOD) Opportunity” – August 2017

“Braintree-Weymouth Landing Revitalization Planning Report & Recommendations – June 2010

“Red Line Life Science Study” – April 2019

### **Housing**

“Affordable Housing Plan – EO 418” June 2004

“South Shore Home Consortium – Regional Fair Housing Update” July 2020 to June 2025

### **Open Space, Environment & Natural Resources:**

“Open Space & Recreation Plan” 2018

“Hazard Mitigation Plan & Updates” 2019

“Climate Vulnerability & Action Plan” 2017

### **C. Master Plan Public Participation Program**

The Consultant shall continue the extensive Public Participation Program (PPP) in consultation and collaboration with the Community Vision and Character Plan, the Mayor’s Office, the Steering Committee and the Planning & Community Development Department that will detail how and when the public will be engaged to participate in Master Plan process. The Public Participation Plan shall consider the findings of Phase I in determining outreach efforts through a series of meetings/charrettes with identified groups to obtain public input as to the development and planning of the Master Plan elements. The Project Manager and the Chair of the Master Plan Steering Committee 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, the public shall be considered stakeholders such as residents, Town officials/departments and boards, representatives of the development and/or business community, major landowners, neighborhood and/or civic associations and all other interested parties who desire to participate and give input into the Master Plan effort. The Consultant shall be responsible for the preparation, facilitating, development of all meeting materials (including meeting notes) or any other resources or materials necessary to engage the public. In addition, the Public Participation Program shall require the Consultant to continue with the Project 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.

Tasks and Deliverables:

1. The Phase II PPP shall outline new and continued strategies and a recommended series of meetings and/or charrettes for residents, businesses, organizations as well as Town Officials/Departments/Boards related to the Master Plan Elements to obtain public input as to the vision, character and priorities for the various elements within the Master Plan.
2. The Phase II PPP shall include a list of suggested stakeholders within the community. The Mayor, the Steering Community, the Chief of Staff and The Director of Planning and Community Development will work cooperatively to ensure the suggested stakeholders represent a diverse group of residents, businesses as well as Town Officials/Departments and Boards related to the Master Plan Elements.
3. Exploration and implementation of methods to equally reach residents and provide accessible ways for them to provide input. Gathering input from a group that is representative of the population and demographic is important.
4. The Project Web Page shall be continued and maintained by the Consultant as an extension of the Town's Website. The Web Page shall provide the public with easy access to the materials related to the PPP and the Phase II Master Plan. All meeting information and other media and materials generated. In addition, an option to leave comments shall be provided as well as a target group/topic specific surveys (multiple languages) that could be used to collect data from harder to reach residents and groups.
5. The Consultant shall prepare a list of focus groups and smaller conversations that should be included in Phase II PPP as a result of the Community Vision and Master Plan.
6. Social Media options for outreach to numerous stakeholders for participation is required as a form of public outreach. The Consultant shall coordinate with the Mayor's Office and prepare posts and interactive messages that can be posted.
7. The Consultant shall work with the Director and the Chair of the Steering Committee to arrange and facilitate meetings with the Steering Committee and the Community both virtually and in person at Town Hall and in smaller focus groups. The Consultant is responsible for providing Meeting Notes for all Meetings and posted on the developed website.

**D. Approach to Master Plan Development**

A complete analysis of existing conditions, projections and future long term development as it relates to the elements of a Master Plan identified under MGL Chapter 41 Section 81D, shall be

completed. The elements as identified below can be modified as to the order within the Master Plan as recommended by the Consultant. These elements may not be all inclusive, the Consultant may recommend other elements or deliverables deemed necessary to complete the Master Plan.

**1. Introduction: Goals, Vision and Policy** - The consultant shall utilize the data, opinions, desires and vision that were gathered during the Phase I and II Public Participation Plan to create an introductory section to the Master Plan to provide the context of the community vision, how it was created and what that translates to into for policy and what goals need to be established to carry out the Master Plan.

**2. General Demographics Data** – The Consultant should gather and obtain demographic data of the Town utilizing the most current census information, 2020. In addition available studies and reports relative to demographic projections will be provided by the Planning and Community Development Department.

**3. Land Use** – The Consultant shall recommend policy and programs for managing the future growth and development of the Town. The Consultant will need to address the past and current land use trends and how they have benefited and impacted the Town. Development of a vision with goals for future development while considering potential financial implications on the Town's economic base, the ability to create revenue streams shall be completed, while considering quality of life in a suburbs. The analysis will look at existing land use patterns and opportunities for and impediments to development and growth to include recommendations for potential Zoning Text and Map Amendments. Said recommendations shall be a mechanism to steering toward and creating the Vision resulting from this process as outlined in the Master Plan. Data collection from other elements as to both residential and commercial growth will assist in the analysis and recommendations.

**4. Housing Data and Analysis** – The Consultant shall provide an existing inventory of all housing units within the Town, breaking down by single family, 2-3 families and larger multi-family residential developments; housing trends over the last 30 years and projected trends, address/evaluate density, adaptive residential re-use and projected housing needs for the existing and anticipated population of Braintree, factoring in COVID19's change to where and how people want to live. Available studies with statistical data and trends shall be built upon for an up to date picture of the Town's housing. The Master Plan shall outline strategies and opportunities appropriate for Braintree to continually meet the State's Affordable Housing requirements, while preserving existing single-family neighborhoods. The strategy shall include all state and local initiatives available and be based on the most recent 2020 census data for the Master Plan development.

**5. Economic Development** – This element will require the Consultant to look at the Town's available commercial assets, areas of past development and economic trends for comparison to future trends. Identify the characteristics of the community that will assist in the economic attraction and retention of existing and new businesses to Braintree. Based on data and projections, the Consultant shall make recommendations of areas that should be re-zoned to direct development in locations that will boost the commercial base of the Town's economy

without impacting residential neighborhoods; identify within the existing general and zoning ordinances, improvements to assist small businesses, attract new businesses and/or strategize for redevelopment of retail areas and areas for new commercial development such as life sciences, commercial recreation, and mixed-multi-use development; Identification of infrastructure required to promote new businesses and/or sectors of commercial development. review of Village Squares, main corridors and larger business and retail area as it relates to overall sustainability of the current areas; and creative and adaptive reuse and diversification of existing buildings and parking areas shall be identified. An analysis of future land use development and projected revenues shall be explored to ensure a productive mix that will sustain the services within the Community and promote the character and vision of the Town.

**6. Natural Resources/Open Space** – This section of the Master Plan will build upon the recently completed and approved Open Space Plan (Current till 2025). The current Open Space Plan’s recommended action plan will be incorporated into different elements and the overall action & implementation process of the Master Plan. This Section shall include and inventory all open space areas and all undeveloped lands under the care and custody of the Town. Exploration of ways to interconnect and improve access (multi-mode) to Open Space areas within Town and to further incorporate Open Space areas within Developments, and to improve and create more of an open space network that also connects with retail/service areas.

**7. Cultural Resource/Historic Resources** – The Consultant shall inventory all existing historic and cultural resources within Braintree; review and discuss areas of promotion/tourism and protection as they relate to historic and cultural facilities and/or resources; Identify non-profit community programs and services that relate to the cultural and historic resources; Identify stakeholders and users of existing and proposed services with a relationship to the population and diversified cultures both existing and proposed as identified with available census information; and address use of the Town’s universal accessibility goals and objectives to make all cultural and historical resources and programs available to the entire population.

**8. Community Services, Facilities and Infrastructure** – The Consultant will be responsible for inventorying all Town services, facilities and Town land with identification of the applicable Town department/Town entity responsible for the care and custody of such land and/or facility. Goals and Actions shall integrate the Town’s universal accessibility goals and objectives as identified in the Town of Braintree (Americans With Disabilities Act Transition Plan, 2013 with Pending 2020 Update) when making recommendations as to improvements in facilities and/or programs. Opportunities for adaptive re-use of vacant Town Buildings shall be explored.

**9. Transportation and Circulation** – The location of the Town at confluence of Route 93 and Route 3 has subjected the Town to regional impacts and commuter cut through traffic. While congested, the Town benefits greatly from both Redline and Commuter Rail Access (several lines and locations). Pedestrian and bicycle accommodations are insufficient in some areas and shall be identified as to areas that if improved will increase alternate modes of travel other than an automobile. This Section shall analyze existing traffic patterns and congestion to identify measures that would help improve circulation, including Traffic Demand Management

Requirements. Data shall be obtained from several sources to aid in creating a series of goals and improvements that can be incorporated into the Master Plan strategies.

**10. Implementation and Action Program** – A Master Plan is only as good as the Implementation and Action Plan to fulfill the vision and goals of the Master Plan process. The Consultant is responsible for the development and prioritizing of strategic Actions that takes into consideration reasonable time frames, overall cost impacts and an assigned entity for recommendations to responsibility for fulfillment. The clarity of this Section is crucial to the success of the Master Plan Process and without a clear prioritized Action and Implementation Plan the vision will not be carried out. The Consultant shall provide the Town with recommendations, ideas and structure related to forming a Master Plan Implementation Committee that also provides for accountability and tracking progress.

## ***Section II - Master Plan Approval Process***

### **A. Draft Master Plan**

The Consultant shall prepare a draft of all the elements of the Master Plan that is based on the final annotated outline that will be widely distributed for review and comment to the public. An iterative approach to accommodating public input to the Draft is preferred. The Consultant in conjunction with the Master Plan Steering Committee shall solicit broad-based input on the Draft from the Mayor, Town officials/departments/boards, committees and commissions, residents and civic associations, stakeholders; the development/business community, general public and others. The Consultant in collaboration with the Director and the Chair of the Steering Committee shall be responsible for facilitating any public meetings.

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 draft. These meetings/presentations, etc. are anticipated to be part of the development of consensus for the draft Master Plan and not part of the statutory public hearing review and adoption process.

The Consultant shall provide the draft Master Plan 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 public shall be allowed to comment through the website with the allowance that all public comments are visible to all users of the website.

#### Deliverables:

1. Draft Master Plan: 20 Hard Copies, and 4 USB with both MS Word & PDF versions of the Draft shall be provided to the Project Manager for distribution to the appropriate parties.
2. Draft elements will be posted to the website with the ability for public comment to be viewed by all users.
3. The Consultant in conjunction with the Director and the Chair of the Steering Committee shall be responsible for providing presentations or attending meetings with the Town

officials, land use boards, commissions or committees, Civic Associations and the Braintree Chamber of Commerce to present the Draft Master Plan. The Project Manager will be responsible for providing locations for said meeting, meeting postings if necessary and announcements.

4. Based on all the public input and the Steering Committee comments, the Consultant shall modify, in consultation with the Mayor's Office and the Director, the Draft as a result of review and discussion.

### **B. Town Council Presentations**

The Consultant along with the Director shall present, explain and answer any questions relative to the process for the review and approval of the Master Plan. The Consultant shall be responsible for developing any necessary handouts to be used in presentations to explain the Master Plan Process, Draft Master Plan and the Final Master Plan.

#### Deliverables:

1. Consultant will provide a presentation to the Town Council at a scheduled meeting on the Draft and Final Master Plan. An executive summary will be provided along with the Draft and Final Plans.

### **C. Planning Board Approval Process**

The Consultant is responsible for preparing a Draft and Final version of the proposed Master Plan for presentation and discussion with the Mayor and the Planning Board at designated meeting(s) and hearing(s). 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 Director to establish meetings outside the routine monthly schedule of the Planning Board matters to address the Draft and Final Approval of the Master Plan. The Consultant shall provide an executive summary of the proposed Master Plan along with the proposed Action and Implementation Plan.

Incorporating any revisions or recommendations from the Planning Board and from the Public Hearings shall be done prior to submission of the Final Master Plan for a vote of approval.

#### Deliverables:

1. Consultant to attend Planning Board Public Meeting(s) and Hearing(s) at which the proposed Master Plan is to be presented and/or discussed as identified above. The Consultant will work with the Planning Board throughout the adoption process as needed.
2. All meeting materials shall be posted on the designated website in a clear and orderly manner that is user friendly to the public for downloading and online review.

### **D. Final Master Plan**

The Consultant shall provide the Final Master Plan in a format that allows it to be posted on the Town's website. The format shall allow for individual sections to be printed separately from the entire document.

Deliverables:

1. Final Master Plan: 20 Hard Copies, and 4 USB with both MS Word & PDF versions of the Draft shall be provided to the Project Manager for distribution to the appropriate parties.
2. Any other local or state requirement or procedure required to validate the Master Plan

***Section III – Phase 2 Minimum Criteria and Comparative Criteria Evaluation***

Proposals will be opened by the Contract Administrator, in the presence of one or more witnesses. A register of proposals received will be compiled and will be available as a public record by the close of business on the date that proposals are due and posted on the Town of Braintree website <https://braintreema.gov/Bids.aspx>. All Proposals submitted remain confidential until such time an Award of Contract has been made by Mayor Charles C. Kokoros.

Proposals will be reviewed by a selection committee consisting of the Director of Planning and Community Development, the Chief of Staff/Town Solicitor or their designee, the Chair of the Planning Board and two Members of the Steering Committee (Selected by the Steering Committee), pursuant to the evaluation criteria set forth in this Section. Upon completion of initial evaluations, firms shall be listed in a ranking manner. The Consultants may be requested to attend an interview at any point of the evaluation with the Selection Committee before a recommendation is made to Mayor Charles C. Kokoros.

The selection of the most qualified consultant will be in accordance with the provisions of MGL Chapter 30B, as applicable. A selection committee will review the proposals and make a recommendation on the most qualified consultant for the project, based on the score of the technical proposal. Initial screening of applicants will be based on the completeness of the proposal and the demonstrated qualifications within the submittal against the Minimum Evaluation Criteria.

**A. Phase 2 Minimum Evaluation Criteria**

**At a minimum, the Consultant meet the following requirements:**

1. The principal and project manager to be assigned to this project must commit to be available for meetings with the Town on days or evenings, as required. Key personnel specified in the project proposal are considered to be essential to the work's performance. Firms or teams must commit to at least a 60-day notification period prior to voluntarily diverting any of the specified individuals or resources to other programs or contracts and must mutually agree with the town on a replacement so as not to impact the quality or timeline of deliverables.
2. The firm or team must have previous experience in developing municipal Visioning and Master Plans. Completion of two similar projects in municipalities in Massachusetts within the last five (5) years is required.

3. The volume of the firm's current and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The firm and all team members must confirm that they are capable of devoting a significant amount of time to this project in order to complete the work within the mutually agreed upon project schedule.
4. The response to the RFP must be complete and address all items set forth in the RFP.

### **B. Comparative Criteria Evaluation**

All proposals that meet the minimum criteria will be reviewed by a selection committee consisting of the Director of Planning and Community Development, the Chief of Staff/Town Solicitor or their designee, the Chair of the Planning Board and two Members of the Steering Committee (Selected by the Steering Committee), pursuant to the evaluation criteria set forth in this Section. Each criterion will be assigned a rating of Highly Advantageous, Advantageous, Non-Advantageous, and Unacceptable. The two (2) responsive proposers with the highest ratings may be invited to give an oral presentation to the Selection Committee.

After all of the ratings have been compiled, the price proposals will be opened. Price proposals will not be opened in public. The Town will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration the overall financial benefit to the Town and all evaluation criteria set forth in the proposal.

The Town will award the contract to the Consultant offering the most advantageous response to this RFP, taking into consideration all the evaluation criteria and the pricing proposal.

The Town reserves the right to accept or reject any or all proposals. Each Consultant shall bear all expenses with respect to this RFP and the Town shall have no liability to any person or entity with respect to any matter relating to or arising out of this RFP. All Submission Materials provided in response to the RFP shall become the property of the Town of Braintree once submitted.

### **Comparative Criteria Evaluation:**

#### ***(1) Ability to adequately and concisely respond to the proposed 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 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 appears 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 Master Plans 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 Master Plan that has been approved 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 successful client experiences in the preparation of a Master Plan that has been approved by other municipalities. If not approved, a clear explanation of the issues surrounding the failure to approve such Master Plan 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 successful client experiences in the preparation of a Master Plan that has been approved by other municipalities. If not approved, a clear explanation of the issues surrounding the failure to approve 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 Master Plan with no reference to success of approval or unsuccessful approval. 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 Master Plan as to clarity, content, user friendliness and overall presentation:**

**Highly Advantageous:** The respondent and/or team have provided a sample of a Master Plan that has recently (within last 3 years) gone through a Master Plan process. Said sample is outstanding in clarity to the reader, comprehensive as to land use review and recommendations, presented in a user friendly format that has incorporated visual diagrams and/or photos to supplement explanations of different element interpretations. The Master Plan as a whole document provide an impressive presentation, inclusive of all elements 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 Master Plan that has gone through a Master Plan process over five (5) years. Said sample is good as to clarity to the reader, addresses land use review and recommendations, presented in a user friendly format that has limited visual diagrams and/or photos to supplement explanations of different element interpretations. The Master Plan as a whole document is a good presentation, inclusive of most elements 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 Master Plan that was not accomplished with Master Plan process in the last five (5) years. Said sample is good as to clarity to the reader, addresses some land use review and recommendation, presented in a user friendly format but with a few or no visual diagrams and/or photos to supplement explanations of the different elements. The Master Plan as a whole document was a fair presentation and user friendly in general.

**Unacceptable:** The respondent and/or team have not provided a sample of a Master Plan. Said sample was not clear, did not addressed and land use review and recommendations, was not user friendly. The Master Plan was not a good sample as to presentation.

(4) **The ability of the proponent to describe and demonstrate a creative and unique public outreach and participation program with measurable results for approval of a Master Plan:**

**Highly Advantageous:** The respondent and/or team has presented an aggressive and inclusive program of public outreach through a variety of Medias and Methods 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 approval of their final Master Plan document. 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 has presented an adequate program of public outreach through a variety of Medias and Methods 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 approval of their final Master Plan document. 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 has presented a program of public outreach through a limited choice of Medias and Methods 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 approval of their final Master Plan document. 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.

(5) **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 two (2) years from the contract award date:**

**Highly Advantageous:** The Town of Braintree has estimated the project from start to finish should possibly take 12-15 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 is less than 12-15 months.

**Advantageous:** The Town of Braintree has estimated the project from start to finish should possibly take 12-15 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 with in 12- 15 months.

**Non-Advantageous:** The Town of Braintree has estimated the project from start to finish should possibly take 12-15 months. The respondent and/or team that addresses each task outlined in the scope of services with a time schedule for completion of the project that is longer than 12-15, but completed in 15-18 months.

**Unacceptable:** The Town of Braintree has estimated the project from start to finish should possibly take 12-15 months. The respondent and/or team that addresses each task outlined in the scope of services with a time schedule for completion of the project that is longer than 12-15, but completed in 18-21 months.

(6) **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 who 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 who submit no letters of recommendation from other municipalities, no verbal references, or receive “Not Advantageous” reference.

**Technical Proposal Form**

NAME OF PROPOSER:

\_\_\_\_\_

Contact Person for this Proposal:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

TELEPHONE:

\_\_\_\_\_

TOWN/STATE/ZIP:

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

Please disclose any conditions (bankruptcy or other financial problems, pending litigation, etc.) that may affect the Proposer's ability to perform contractually. This applies to the individual, partners, or corporate officers responding to this RFP. (Attach additional pages if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the proposer (individual, partners, or corporate officers) ever been dismissed or disqualified from a bid/contract within the past five years, and if yes, please state the reason(s). (Attach additional pages if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

By signing this proposal for the Braintree Community Vision and Character Plan & Master Plan RFP, I (we) hereby bind \_\_\_\_\_ (name of company) to all comments made in the proposal, and accept all of the provisions made in the Request for Proposals. The receipt of the following addenda is hereby acknowledged: Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Signature<sup>1</sup>: \_\_\_\_\_

\_\_\_\_\_  
Name

Title

Date

<sup>1</sup>A proposal must be signed as follows: 1) If the Proposer is an individual, by her/him personally; 2) If the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.

**Price Proposal Form**

**TOWN OF BRAINTREE  
COMMUNITY VISION AND CHARACTER PLAN  
& MASTER PLAN RFP**

**This form MUST be submitted separately from Non-Price Proposal Information. Inclusion of any price information in the Non-Price portion of the proposal will result in rejection of the proposal.**

Name of Company: \_\_\_\_\_

In an attachment, please provide a detailed not-to-exceed cost proposal for all work described under the Scope of Work. The prices quoted below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract in the time stated. All travel costs to be incurred by the contractor are part of the proposal price and shall be paid by the contractor.

Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency and to highlight any tradeoffs inherent in the suggested alternatives.

Total Proposal Amount in Numbers: \_\_\_\_\_

Total Proposal Amount in Words: \_\_\_\_\_

By signing this proposal for the Braintree Community Vision and Character Plan & Master Plan RFP, MA, I (we) hereby bind \_\_\_\_\_ (name of company) to all comments made in the proposal, and accept all of the provisions made in the Request for Proposals.

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

\_\_\_\_\_  
Print Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### References

*Please provide references from organizations for which you have provided services in the last five years, selecting those for whom the work was most similar to the work requested by the Town of Braintree.*

**REFERENCE FORM:**

Municipality or Firm \_\_\_\_\_

Dates of Service \_\_\_\_\_

Contact Person & Title \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail \_\_\_\_\_

Description of Services: \_\_\_\_\_

Municipality or Firm \_\_\_\_\_

Dates of Service \_\_\_\_\_

Contact Person & Title \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail \_\_\_\_\_

Description of Services: \_\_\_\_\_

Municipality or Firm \_\_\_\_\_

Dates of Service \_\_\_\_\_

Contact Person & Title \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail \_\_\_\_\_

Description of Services: \_\_\_\_\_

**RESPONDENT MAY PROVIDE ADDITIONAL REFERENCES.**

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 Person Signing Proposal/Contract)

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

**NON-COLLUSION STATEMENT:**

I state that I am the \_\_\_\_\_ of \_\_\_\_\_ and  
(Title) (Name of Company)

that I am authorized to make this affidavit on behalf of my firm, its owners and directors.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor or potential Proposer.
- (2) Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**TAX ATTESTATION:**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (b), I certify under the penalties of perjury that \_\_\_\_\_ to the best of my knowledge and belief, has filed all Massachusetts State Tax Returns and paid all Massachusetts State taxes as required by law.

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by the Town of Braintree in awarding the contract for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Town of Braintree the true facts relating to the submission of this Proposal.

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Print Name and Title

**Date:** \_\_\_\_\_

**CONTRACT BETWEEN THE TOWN OF BRAINTREE**  
**AND**  
**VENDOR**

This Contract is made on this \_\_\_ day of \_\_\_\_\_, 2021 between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and Vendor, (hereinafter, the "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. This contract is subject to the laws of the Commonwealth of Massachusetts. All pertinent laws and regulations are applicable as if fully written out in this document. If the terms of any of the documents are in conflict, the terms of this Contract shall prevail.

**IV. SERVICES**

The scope of services to be provided by Vendor is as follows:  
(Insert 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 or through a consortium bid, please insert name and reference number to such bid.)

**V. CHANGE ORDERS AND ADJUSTMENTS**

The Town shall approve change orders and is not obligated to pay for change orders that are not approved in writing. M.G.L. c. 44, § 31C; M.G.L. c. 30, § 39I.

**VI. 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.

**VII. 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. The Town shall not pay any interest or late fees. Total compensation to be paid to Vendor pursuant to this contract shall not exceed \$\_\_\_\_\_.

**VIII. TIME FOR PERFORMANCE**

All services to be performed pursuant to this contract shall be completed by Vendor by \_\_\_\_\_. There will be no automatic renewals. Continuation of the service will require a new contract executed between the parties.

**IX. 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.

**X. 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.

**XI. 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.

## **XII. 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. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

## **XIII. 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.

## **XIV. 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.

#### **XV. INDEMNIFICATION**

Vendor shall indemnify, defend, protect and hold the Town free and harmless from and against any and all claims, or threatened 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.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

**XIX. 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:

For the Town of Braintree:

\_\_\_\_\_  
(Signature, Title)  
Date: \_\_\_\_\_

\_\_\_\_\_  
Charles C. Kokoros, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Nicole Taub  
Chief of Staff and Director of Operations  
Town Solicitor

Approved As to Form:

Recommended by:

\_\_\_\_\_  
Nicole Taub/Crystal Huff  
Town Solicitor

\_\_\_\_\_  
Department Director

Approved as to Available Funds

\_\_\_\_\_  
Mark Lin, Town Accountant  
Account No.:  
Munis Req. No.: \_\_\_\_\_  
Purchase Order No.: \_\_\_\_\_