

**TOWN OF YARMOUTH, MASSACHUSETTS**

1146 Route 28

South Yarmouth, MA 02664

(508) 398-2231



**REQUEST FOR PROPOSAL**

**FOR**

**CONSULTANT SERVICES - YARMOUTH LOCAL COMPREHENSIVE PLAN  
UPDATE**

**NOTE:** This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the [Town of Yarmouth Website](#) for any addenda or modification to this solicitation if they intend to respond. The Town of Yarmouth accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response. **Please [Sign up](#) to receive a text message or Email when new bids are added.**

**TOWN OF YARMOUTH, MASSACHUSETTS**  
**REQUEST FOR PROPOSALS FOR**

**CONSULTANT SERVICES - YARMOUTH LOCAL COMPREHENSIVE PLAN UPDATE**

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**The authorized funds for this project: \$95,000.00**

## **1. INTRODUCTION AND BACKGROUND**

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### **1.1. Purpose.**

The Town of Yarmouth, through its Chief Procurement Officer (CPO), is soliciting proposals from qualified firms for Consulting Services to assist Town Staff and the Planning Board in updating Yarmouth's Local Comprehensive Plan (LCP). The Town's current LCP has sections as old as 1997, with the most recently revised sections being in 2014/2015. The Consultant will be working with Town Staff, the Planning Board (serving as the Local Planning Committee), and other boards and committees as needed.

To initiate the LCP update, the Town of Yarmouth has completed a 16-month Community Visioning Project led by the Yarmouth Planning Board, which culminated in the Yarmouth Vision Plan 2021. The Vision Plan includes a primary Vision Statement along with specific qualities we have identified that will make Yarmouth a great place to Live, Work, Play and Learn. The Vision Plan further details general Goals to help meet the community's vision related to the Environment, Community Character & Design, Housing, Town Services, Senior & Age-Friendly Services, Climate Resiliency & Sustainability, Economy, Connectivity & Mobility, Recreation & Entertainment, Education & Learning, and Libraries. The Vision Plan will serve as the foundation for updating the LCP, which the Town intends to have certified by the Cape Cod Commission (CCC) under the current Regional Policy Plan (RPP).

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B.

### **1.2. Goals & Objectives.**

The Local Comprehensive Plan (LCP) will be used to guide the growth of the town in an orderly manner while balancing a wide variety of needs, including economic growth, protection of environmental resources, quality of life and community character. Cape Cod is a finite resource with natural beauty that needs to be protected through thoughtful planning and growth management for the enjoyment of existing and future generations. Additional goals and objectives include:

- a. A robust public process with creative and inclusive community engagement strategies.
- b. An updated LCP in compliance with the current Cape Cod Commission (CCC) Regional Policy Plan (RPP), the CCC LCP Regulations, and the LCP Guidance document.
- c. Incorporate input obtained throughout the Community Visioning Project and the goals and objectives summarized in the Yarmouth Vision Plan 2021.
- d. Develop a realistic implementation plan that balances the wide variety of needs and preferences of the community and serves as a guide for future initiatives and resource allocations.
- e. Concise, user-friendly document with graphics.

### **1.3. Decision to Use RFP Process.**

The purpose of this Request for Proposals is to select a consultant team knowledgeable in widespread public engagement campaigns and demonstrated experience, skills, and capacity to complete the update to the Yarmouth Local Comprehensive Plan. The RFP process will enable the Town to provide higher ratings to consultants whose key project personnel have extensive experience providing similar services to other cities and towns. Under the RFP process, a proposer's response to the RFP consists of two parts: everything responsive to the RFP other than price, called the Technical Proposal, and a separate Price Proposal. In this process, under the direction of the CPO, Technical Proposals are opened, evaluated, and ranked prior to opening Price Proposals. Price Proposals are then subsequently opened and considered prior to the CPO,

making a recommendation as to the most advantageous proposal, taking into consideration both the Technical and Price Proposals.

The Town will not be bound by the CPO's recommendation. The Town Administrator reserves the right to award a contract, if at all, to the proposer determined to best fulfill the goals and objectives of the Town.

#### **1.4. Background Information.**

The Town of Yarmouth is a seaside community located in the middle of Cape Cod, about 70 miles from Boston. The Town encompasses approximately 28.2 square miles in three geographic areas, Yarmouth Port, West Yarmouth, and South Yarmouth.

Although the Town saw significant population increases in the 60s, 70s and 80s, the Town's year-round population has remained relatively stable since 2000, with the current population at 25,023 (2020 Census), although populations in the summer months can double or more. Yarmouth has a large retiree community with a median age of 54.4. Yarmouth also has a large seasonal housing use of about one-third of all residential units. Median home prices and availability of year-round rental units have been seriously affected by the COVID-19 pandemic, critically impacting the availability of affordable housing and year-round and seasonal workforce housing which impacts the viability of our businesses.

Yarmouth's economy relies heavily on tourism and services for our year-round and seasonal residents. Larger industries include construction, retail trade, health care/social assistance and accommodation/food services. The Town is looking to expand our economy beyond tourism and provide more quality year-round job opportunities. Our main commercial corridors encompass Route 28, sections of historic Route 6A, and a commercial hub south of Exit 75 (old Exit 8) along Station Avenue. Both Route 28 and Route 6A are State Highways and see significant volumes of traffic. Much of Yarmouth is already built out with an emphasis on aesthetically pleasing redevelopment in our commercial areas, especially along Route 28, while also taking into consideration environmental and infrastructure impacts.

Our natural resources and the recreational opportunities they provide is a major draw for our community. One major initiative the Town has started to protect our water resources is the implementation of a comprehensive wastewater management plan. The first phase of this plan is currently in the design phase and would include a collection system along Route 28 and South Shore Drive and a Water Resource Recovery Facility off Buck Island Road. Not only will this help improve the water quality in all three impaired watersheds (Lewis Bay, Parkers River and Bass River), it will encourage redevelopment of hotel properties along Nantucket Sound and within our main commercial corridors.

#### **1.5. Resources.**

- a. [Yarmouth Vision Plan 2021](#)
- b. [Community Vision Project](#)
- c. [Summary Data Sheets](#) - Background information on a variety of topics was developed in 2020 as part of the Community Vision Project to educate the community on notable trends, existing programs, projects and initiatives, and outline what the Town is working on.
- d. [Current Local Comprehensive Plan, 1997-2015](#)
- e. [2015 Open Space & Recreation Plan](#) – in the process of updating
- f. [Draft Housing Production Plan Update, December 2022](#) – in the process of updating
- g. [Municipal Vulnerability Report, June 2019](#)
- h. [Hazard Mitigation Plan, 2017](#) – in the process of updating

- i. [Zoning Bylaw](#)
- j. [Architectural & Site Design Standards](#)
- k. [Growth Incentive Zone \(GIZ\)](#)
- l. [CCC Route 28 Corridor Study](#)
- m. [Cape Cod Comprehensive Economic Development Strategy](#)
- n. [Yarmouth Wastewater Project – The Local Economy](#) – This includes a UMass Donahue Institute *Report on Wastewater Infrastructure's Effects on Economic Opportunity in Yarmouth* as well as the *Yarmouth District Improvement Financing Program (April 2023)* for Phase 1 of the wastewater program.
- o. [District Improvement Financing Program](#)
- p. [Yarmouth Wastewater Project – Project Management](#) – outlines the various phases of the project including a detailed map of the Phase 1 contracts.
- q. [Cape Cod Commission \(CCC\) Regional Policy Plan \(RPP\)](#)
- r. [CCC LCP Regulations](#)
- s. [CCC LCP Guidance document](#)
- t. [Yarmouth Placetype Map](#)

## 2. SUMMARY INFORMATION AND CALENDAR

Procurement Contact	Svetlana Salemme, Administrative Assistant <a href="mailto:procurement@yarmouth.ma.us">procurement@yarmouth.ma.us</a> 508.398.2231 ext. 1283	
<b>EVENT</b>	<b>DATE</b>	<b>DESCRIPTION</b>
Advertisement	April 28, 2023	Advertisements will be posted in the Cape Cod Times newspaper, Massachusetts' online procurement platform: COMMBUYS
Request for Proposal Available	May 1, 2023	RFP documents containing information and details of bidding requirements may be obtained at the Town of Yarmouth Official Website <a href="http://www.yarmouth.ma.us/">http://www.yarmouth.ma.us/</a> "Doing Business" page
Pre-Proposal Conference	N/A	
Deadline for Written Questions	10 days prior to the RFP due date, no later than 1:00 p.m.	<b>Via Email only to:</b> <a href="mailto:procurement@yarmouth.ma.us">procurement@yarmouth.ma.us</a> Clearly label questions by using the following subject line: QUESTION – Consultant Services - Yarmouth Local Comprehensive Plan Update
Official Answers for RFP Q&A, Addenda published (Estimated)	up to 5 days prior to the due date of responses.	If any changes are made to this RFP, an addendum will be issued. Addenda will be posted to the <a href="#">Town's Website</a> . <b>Please check back on the website for addenda before submitting your response to the Town.</b> Respondents may not be notified individually of Addendums. All respondents are required to acknowledge all addenda in their responses.
When and Where Proposals are Due, RFP Opening	June 1, 2023, no later than 3:00 p.m.	Proposals must be received by the due date and time at: Office of the Town Administrator, Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA. Late submissions will not be considered. No faxed or emailed submissions will be accepted. Technical proposals will not be opened publicly; a list of respondents will be made available after the submission deadline.

**2. SUMMARY INFORMATION AND CALENDAR (continued)**

Anticipated Award	Within 30 days	The Town will issue an award letter to the most advantageous Respondent considering both the technical and price proposals. Work is not authorized to begin until a final contract is negotiated and executed between the Respondent and the Town.
Contract executed	July 2023	The Town will negotiate a contract with the Respondent for whom the procurement was awarded. If negotiations are not successful, the Town may move to the next highest-ranked Respondent.
<b>Prior to Contract Execution</b>		
Insurance	Refer to contract terms	Certificate of insurance will need to be provided upon execution of the Contract.



### 3. SCOPE OF SERVICES AND SPECIFICATIONS

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#### 3.1. Purchase Description/Scope of Services

The Town of Yarmouth, acting through its Chief Procurement Officer, hereby requests the submittal of proposals from qualified professional firms for the Consultant Services - Yarmouth Local Comprehensive Plan Update in accordance with the specifications set forth within the Request for Proposals (RFP) documents.

#### 3.2. **Technical Scope of Work**

The means and methods used by the Consultant shall be described in the response and the contract will be awarded to the most advantageous proposal. A suggested list of tasks and goals for the project is outlined below, however, the Consultant is encouraged and expected to propose methods and scope adjustments that may not be listed here that will help accomplish the goals of this project.

#### **TASK 1 – Meetings, Public Engagement & Coordination:**

1. **Kick-off Meeting:** The Consultant will meet with the Planning Board and Town staff to discuss the process, public engagement plan, and project timeline, and outline the role and responsibilities of the Board.
2. **Public Engagement Plan:** The Consultant shall develop a detailed public engagement plan identifying each phase when public input would be solicited, how input will be sought (surveys, workshops, etc.), and outline methods to maximize participation and input from the public and other boards/committees. The public engagement plan shall clearly identify the work tasks to be completed by the Consultant, along with expectations of Town Staff and Planning Board.
3. **Planning Board Meetings & BOS Updates:** The Consultant shall outline periodic times to meet with the Planning Board throughout the process and to present update information to the Board of Selectmen (BOS).
4. **Other Committee/Board Meetings:** The Consultant shall meet with other committees and boards as needed to obtain additional input and feedback on specific topics.
5. **Cape Cod Commission Coordination:** Meet and coordinate with the CCC staff as needed throughout the LCP process to ensure the final product will be consistent with the Commission's LCP requirements.

#### **TASK 2 – Plan Elements:**

The Consultant shall complete the necessary tasks to develop the LCP in conformance with the CCC LCP Regulations and LCP Guidance document and as further expanded upon below. The Consultant shall develop a format/outline for the LCP for review and comment by the Planning Board and the CCC.

1. **Executive Summary:** Prepare a concise summary of the LCP, including the Action Plan.
2. **Vision Statement & Growth Policy:** Expand upon the Vision Plan, and input attained from the LCP, to develop a Growth Policy expressing how and where the community wants to develop and areas it wants to protect, taking into consideration Placetypes identified in the RPP (refer to the Yarmouth Placetype Map).
3. **Existing Conditions:** Provide a narrative with data giving an overview of the town, existing assets, capacity for growth, and a brief overview of general data and trends. Such data shall include but is not limited to: history; population, demographics and growth projections; housing units (year-round, seasonal, second home); top employment sectors and economic statistics; median household

income; amount of open space; amount of floodplain issues/areas; and significant community resources and assets (cultural, infrastructural, environmental). Provide additional data as needed to further evaluate key issues/needs and community goals.

4. **Key Issues & Needs:** Provide a narrative that identifies key issues or needs within the community as developed through the Visioning and LCP public processes and as supplemented by Town staff and other available resources. These key issues and needs shall include, but are not limited to capital infrastructure and facilities needs; local housing needs; environmental and water quality; open space and recreation; land use development and community character; municipal services including senior and library services; climate resiliency & sustainability; economy and jobs; transportation; and education and learning.
5. **Community Goals:** Utilizing the Vision Plan, previous public input, and information in various Plans, along with the key issues and needs identified for Yarmouth, further expand upon community goals which will suit local needs, but also be consistent with the Goals and Objectives outlined in the RPP. Community Goals should include, but not be limited to, all eleven (11) goals in the Vision Plan and address the additional Goals and Objectives for the Natural Systems, Built Systems and Community Systems outlined in the RPP.
6. **Community Design & Economic Growth:** The Vision Plan includes a number of goals related to the economy and job creation/retention, and also highlights the desire for redevelopment over new development and improved aesthetics of Route 28, especially with the anticipated sewerage of this commercial corridor. The Town has moved forward with the development of the Yarmouth [District Improvement Financing \(DIF\) Program](#) related to capturing new growth redevelopment along the first phase of the municipal sewer project and has hired a consultant to further evaluate the economic growth potential for this area based on the existing zoning. In addition, the Town will be soliciting consultants for an Economic Development Analysis to evaluate new options for growth to attract new types of businesses to Yarmouth. Upon completion of these additional studies by others, the Consultant shall review these documents for incorporation of background data, key issues/needs, community goals, and action items into the LCP, including potential zoning/bylaw amendments.
7. **Transportation, Connectivity & Mobility:** Multi-modal transportation infrastructure and transit services are an important component to the future redevelopment of Yarmouth. The Vision Plan highlights concerns with pedestrian/bicycle accommodations, traffic safety, congestion and speed. As a critical infrastructure component, the Consultant shall, with input from Town staff, conduct a more in-depth analysis of past and current roadway, pedestrian/bicycle improvement studies or projects by the CCC and MassDOT and the Town, existing areas of concern, high crash areas and problematic intersections to help identify opportunities for improvements and in the development of community goals and action items for this element.
8. **Capital Infrastructure and Facilities Plan:** The Consultant shall prepare a Capital Facilities Plan consistent with the Cape Cod Commission's LCP Regulations. The Town has completed a Capital Improvement Plan (CIP) identifying current proposed improvements such as water and sewer infrastructure, road and stormwater improvements, and future building projects. Utilizing this plan and input from Town Staff as a basis, the Consultant shall identify capital facilities and infrastructure needed to support responsible growth or redevelopment in areas identified by the community. The plan shall also include a description of the Town's existing infrastructure systems and any challenges or constraints, funding sources and strategies to support the planned capital facilities, and how Yarmouth's capital plans aligns with and supports the regional capital plan, as applicable.
9. **Housing Plan:** Yarmouth is currently working to update its Housing Production Plan, which is anticipated to be presented to the Board of Selectmen for approval by June 2023. The updated HPP shall be attached by reference and the Town's HPP goals and objectives to provide for local housing needs for low and moderate income residents shall be incorporated into the LCP as applicable. The

LCP shall also include additional information and goals on general housing needs that may be necessary for the community at-large and go beyond Affordable housing which is eligible for inclusion on the Subsidized Housing Inventory (SHI).

10. **Open Space & Recreation Plan:** The Town is currently in the process of updating the [2015 Open Space & Recreation Plan](#), with hopes of submitting a draft to the State in spring 2023. This plan will provide significant information related to water resources, open space, and recreational facilities. The updated OSRP shall be attached by reference, and the goals and objectives incorporated into the LCP as applicable.
11. **Action Plan:** Identify specific action items, including proposed zoning/bylaw changes, the Town will undertake to advance the Vision and Goals outlined in the Vision Plan and LCP, including an implementation schedule with timeframes/priorities for completion, and Boards/Committees and/or Town Departments responsible for implementation. Evaluate changes to the zoning/bylaws to support various CCC Placetypes as applicable.
12. **Performance Measures:** Identify and discuss with the Planning Board any potential performance measures to track the Town's progress toward achieving their vision and goals. This is an optional element within the LCP.
13. **Public Process and Cape Cod Commission Involvement:** With input from Town Staff, outline the Cape Cod Commission involvement, and the public process undertaken for the development of the Vision Plan and the LCP.
14. **Review and reporting on zoning and other regulatory changes:** Develop and incorporate into the LCP a review and reporting process to be undertaken by the Town to evaluate the progress with changes to local zoning and other regulations as proposed in the Action Plan.

### **TASK 3 – LCP Preparation:**

The Consultant shall compile draft versions and final copy of the LCP as denoted below. Consultant shall provide all information in editable as well as pdf formats, no hard copies are required.

1. **Draft Sections of the LCP:** Consultant shall provide Town staff and the Planning Board with drafts of various sections as they become available for review and public input. Incorporate comments into future drafts.
2. **Draft LCP:** Consultant shall provide a complete Draft LCP to Town Staff/Planning Board/CCC Staff and hold a 30-day public comment period and conduct a Public Hearing presenting the Draft LCP. Summarize comments and present to the Planning Board. Incorporate edits as directed by the Planning Board.
3. **Final Draft LCP:** Consultant to provide a Final Draft LCP to Town Staff for presentation at town meeting and vote to adopt the LCP via majority vote. If approved, Town staff will submit the Adopted LCP to the CCC for certification.
4. **CCC LCP Public Hearing:** The Consultant shall attend and present the LCP at the CCC Public Hearing.

### **3.3. Contract Term Length and Renewal Options**

After the selection of the most advantageous proposal, a written contract containing the terms of this RFP, the proposer's response, together with any changes to the service plan negotiated by the parties, shall be executed by the successful proposer and the Town.

The Town would like to have the updated Local Comprehensive Plan voted on at the October 2024 Special Town Meeting and certified by the Cape Cod Commission by January 2025.

It is anticipated that the Consultant will be selected by July 2023. The Consultant shall submit with their proposal a reasonable timeline to initiate and complete all aspects of the project, including highlighting times for public engagement.

The terms and conditions are specified in the contract attached to this RFP as **Exhibit 2**. Any terms or conditions imposed by a respondent must be contained within their response and must not conflict with the requirements and/or specifications contained within this RFP.

## 4. INFORMATION & INSTRUCTIONS TO PROPOSERS

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### 4.1. Definitions

In addition to the definitions found in [M.G.L. Chapter 30B](#), which apply to all procurements for goods and services, the definitions found below apply to this Request for Proposals.

- (i) Whenever the term RFP is used, the reference is to this Request for Proposals or portions thereof, together with any exhibits, attachments, or addenda it may contain.
- (ii) Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the RFP. Addenda will become part of the Contract.
- (iii) Contract - A legally enforceable agreement between a Contractor and the Town of Yarmouth. The Town of Yarmouth issues a Standard Contract Form and other forms or documentation that Town uses to document the Procurement of Commodities or Services, or both. Watermarked version of the Standard Contract Form is attached for reference. **DO NOT SUBMIT THESE FORMS UNTIL INSTRUCTED TO DO SO.**
- (iv) Unless the context suggests otherwise, the terms Company, Respondent, Bidder, Submitter, or Vendor as used in this RFP (whether capitalized or not) shall refer to the same legal entity that submits a bid and is responsible for responding to this Invitation for Bids.
- (v) Contractor - An individual or organization which enters into a Contract with the Town of Yarmouth to provide Commodities or Services, or both.
- (vi) Signature or "signed" means the discrete, verifiable symbol of an individual that, when affixed to a writing with the knowledge and consent of the individual, indicates a present intention to authenticate the writing. This includes electronic symbols attached to or logically associated with the RFP documents and executed or adopted by a person with the intent to sign the documents.

### 4.2. Pre-Proposal Conference N/A to this RFP

### 4.3. Questions and Clarifications

Questions requiring clarification shall be submitted by email to [procurement@yarmouth.ma.us](mailto:procurement@yarmouth.ma.us) prior to the date indicated in Section 2, Summary Information and Calendar, in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of responses. After that day, no requests or questions will be accepted. Questions should be through a single point of contact coordinating the questions over the respondent's team and not through multiple contacts.

Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the Contract. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **4.4. Changes to the RFP (Addenda)**

The Town reserves the right to amend this RFP based on questions and issues raised.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued.

Each Respondent shall acknowledge receipt of any and all addendum issued to the RFP by so indicating in their response. Failure to do so may be cause to reject the Proposal as being unresponsive.

Addenda will be posted on the Town of Yarmouth website. Please check back on the website for Addendums before submitting your Proposal to the Town. Respondents may not be notified individually of Addendums. Failure of a Respondent to receive or acknowledge any addendum shall not release the Respondents from the obligations under their response.

#### **4.5. Responsive Proposal**

A responsive proposal is one that has been properly and timely submitted, contains all required attachments, and consists of a separately sealed Technical Proposal and separately sealed Price Proposal following the form of submission outlined in Section 5 of this RFP.

##### **4.5.1. Submission Requirements**

MGL, Chapter 30B requires that Price Proposals be separate from Technical Proposals. Under no circumstance shall any price information be included with a Technical Proposal.

The responses to the RFP shall be submitted **on or before the date and time stated in the [Legal Advertisement](#)**

Two sealed opaque envelopes, marked with the project title and name and address of the respondent and accompanied by all required documents:

- Envelope #1 should contain one (1) original copy and three (3) copies of non-price Technical Proposal, and a flash drive containing an electronic version of the signed Technical Proposal.
- Envelope #2 should contain one (1) original Price Proposal and three (3) copies.

The inclusion of a Price Proposal or other pricing information in the same envelope as a Technical Proposal may result in the immediate disqualification of the RFP response.

The Technical Proposal must be placed in its own, separately sealed envelope, which is marked:

**TECHNICAL PROPOSAL**  
**Consultant Services - Yarmouth Local Comprehensive Plan Update**  
Submitted by: (Name of Respondent/Proposer)

The Price Proposal must be placed in its own, separately sealed envelope, which is marked:

**PRICE PROPOSAL**  
**Consultant Services - Yarmouth Local Comprehensive Plan Update**  
Submitted by: (Name of Respondent/Proposer)

Proposals shall be delivered or mailed to the following address:

Office of the Town Administrator  
Town of Yarmouth Town Hall  
1146 Route 28  
South Yarmouth, MA 02664  
Attn: Svetlana Salemme

Technical or Price Proposals or any parts that are delivered after the time and date stated in the [Legal Advertisement](#) will be rejected as nonresponsive to the RFP submission requirements. Delivery of proposals to any office or location other than the location specified above will not constitute receipt by the Town. **It is the sole responsibility of the Respondent to ensure that Technical and Price Proposals are received at the proper location prior to the stated deadline.** Respondents should plan accordingly for a timely delivery. Faxed or emailed proposals will not be accepted.

**4.5.2. Technical Proposal Specifications**

- Technical Proposals must follow the specifications and requirements outlined in **Section 5** of this RFP. Technical proposals must not contain any reference to price. The inclusion of pricing data in the Technical Proposal may result in the immediate disqualification of the Respondent's Proposal.
- The Respondent should ensure their Technical Proposal provides the information and/or documentation necessary to satisfy the Minimum Criteria set forth in **Section 6** of this RFP.
- The Respondent should ensure their Technical Proposal addresses and provides the information necessary for the Town to evaluate the Evaluation Criteria set forth in **Section 7** of this RFP.
- The Respondent should ensure their Technical Proposal acknowledges all addendum(s) have been received and includes all required attachments as indicated in **Section 5** of this RFP.

**4.5.3. Price Proposal Specifications**

- Price Proposals must follow the specifications and requirements outlined in **Section 5** of this RFP.
- Price Proposals must be submitted in a sealed envelope separate from the Technical Proposal.

**4.6. Proposal Acceptance and Rejection**

Notice of the acceptance of the Proposal will be provided to the successful proposer via an award letter from the Town, which shall include the agreed-upon Contract between the Town of Yarmouth and the Respondent. The Respondent shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute the Agreement within such a period, the Town may accept another proposal. The failure of any proposer to

examine the agreement documents shall not relieve it from the obligations it will incur if its Proposal is accepted.

The Town reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of either to do so and to amend any contract to the extent permitted by law and as the Town deems to be in their best interest. The Town reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it is determined that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town.

Each "Out-of-State" proposer shall furnish with its Proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is nonresponsive and will be rejected.

#### **4.7. Execution of Contract**

**The Contract Documents:** The following documents form the contract:

- The Request for Proposals,
- All documents incorporated by reference in the RFP,
- Amendments, addenda or any modifications to the RFP,
- Respondent's Technical and Price Proposals,
- Documentation of any plan negotiations with the Respondent,
- The awarded contract and all amendments, addenda, modifications, extensions, and exercises of options, as well as the written explanation of any increases or decreases in scope, price, or quantity.

**4.7.1.** This Agreement may be executed by and through electronic signature technology which is in compliance with Massachusetts law governing electronic signatures, including but not limited to, DocuSign®. Electronic signatures shall be considered as valid and binding as original, wet signatures.

**4.7.2.** The Contract Document represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Change Order.

#### **4.8. Expenses**

Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Town. All costs of meeting the requirements of this RFP and any resulting contracts, including those for insurance, professional services, or licensure, shall likewise be the exclusive responsibility of the proposer and not the Town.

#### **4.9. Term of Validity of Proposal**

All proposals shall remain valid for a minimum period of 90 days from the due date, and the Respondent shall specifically reference said provision within their proposals. Negligence on the part of the Respondent in preparing the Proposal confers no rights for the withdrawal of the proposal after it has been opened.



#### **4.10. Acceptance of RFP Terms and Conditions**

Submission of a Proposal shall be conclusive evidence that the Respondent has examined this RFP and is familiar with the terms of this RFP and all provisions of the Contract included with this RFP and accepts all terms and conditions of both. Upon finding any omissions or discrepancies in this RFP, each Respondent shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Respondent to investigate this RFP and/or to be thoroughly familiar with this RFP shall in no way relieve the Respondent from any obligation with regard to their proposals.

#### **4.11. Proposal Modification and Withdrawals**

Proposers may correct, modify or withdraw the original submittals on or before the date and time as stated in the "[Legal Advertisement.](#)" Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the submittal will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.

After the opening, an applicant may not change any provision of their response in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived by the Town.

#### **4.12. Unexpected Closure or Delays**

If, at the time of the scheduled Proposals submission deadline, the designated location for delivery of the Proposals is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until 11:00 a.m. on the next normal business day (Monday through Friday, excluding Holidays). Proposals will be accepted at the same location until that date and time.

#### **4.13. Late Submissions**

Proposal responses must be received in full by the RFP opening date and time shown in the "[Legal Advertisement.](#)" Any proposal received after the deadline will be ineligible for consideration and deemed nonresponsive.

#### **4.14. Evaluation Process**

The evaluation of Technical Proposals will be conducted by the Chief Procurement Officer (CPO) or person(s) or an Evaluation Committee so appointed by the CPO. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.

Technical Proposals will be opened on the date and at the time stated in the "[Legal Advertisement,](#)" and the name of the person or organization submitting a proposal will be read and recorded. The contents of all Technical Proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. Price Proposals will be opened after the evaluation has been completed.

#### **4.15. Interviews of Respondents**

After review of the Consultant's Technical Proposal, the RFP Evaluation Committee may interview the qualified, responsive and responsible proposers. Proposers whose submittals are determined to be not

advantageous or that did not meet the minimum requirements will be eliminated for further consideration and will not be interviewed.

In accordance with those interviews, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the Town Administrator as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services and fee.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Consultant or any other candidate asked to be interviewed. The Town reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

#### **4.16. Rule for Award**

Any contract resulting from this RFP shall be awarded to the *responsive and responsible* proposer deemed to be most advantageous determined by the Town, taking into consideration both the Technical and Price Proposals, the evaluation thereof, and prices therein. Any proposals which submit a price that is abnormally low or high, as determined by the Town, may be rejected as not responsible. As used herein, the terms "responsive" and "responsible" shall have the meanings given to such terms in M.G.L. c. 30B, §2.

The evaluator(s) will be the sole judge in determining whether a vendor's Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. If the Town awards a contract to a Respondent that did not submit the lowest cost proposal, the Town may explain the basis for the award in writing, specifying in reasonable detail the Town's decision.

#### **4.17. Execution of Contract**

Upon receiving a Notice of Award, the Successful Respondent will be responsible for executing and signing all contract documents. Any contractor whose Proposal shall be accepted will be required to execute the Contract within ten (10) days, Saturdays, Sundays and legal holidays excluded after the notice that the Contract has been awarded to them.

#### **4.18. Taxes**

Purchases made by the Town are exempt from the payment of Federal excise tax, and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the price(s) offered. If requested, the Town will provide the awarded Respondent with a copy of the Town's Certificate of Exemption.

#### **4.19. Insurance**

Insurance coverages and limits are included as part of the Town of Yarmouth Contract terms and conditions. Review all contract documents in the Exhibits to this RFP to ensure compliance with these requirements.

#### **4.20. Licenses and Permits**

The proposer is responsible for attaining and holding in good standing all relevant permits, licenses and certificates associated with the completion of these services, as applicable. Evidence of these requirements is to be made part of the Proposal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The Town of Yarmouth reserves the sole right to decide if the Contract may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof.

Licenses and permits must be held in force throughout the terms of the services as contracted. See Section 6, for additional information.

**4.21. Prohibitions**

Respondents are prohibited from communicating directly with any employee of the procuring department regarding this RFP except as specified in this RFP, and no other individual Town employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Respondents may contact the contact person using the contact information provided in Section 2 in the event that this RFP is incomplete or the information is missing.

**4.22. Public Records Law**

All quotes and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

## 5. FORM OF SUBMISSION

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Follow the instructions below for the format to be used in responding to this RFP. Submission of these proposals should follow the requirements outlined in **Section 4** of this RFP.

### 5.1. Technical Proposal

Technical Proposals should follow the general specifications identified in **Section 4** of this RFP. Technical Proposals must not contain any reference to price. **The inclusion of pricing data in the Technical Proposal may result in the disqualification of the Respondent's Proposal.** Respondents should ensure their Technical Proposal contains the information necessary to ascertain meeting of Minimum Criteria as well as the information necessary to evaluate the Evaluation Criteria. Technical Proposals should conform to the following format, each included as a separate section of the Technical Proposal:

- 5.1.1. **Cover Letter** – of no more than two pages indicating your interest and ability to complete the scope of services indicated in this RFP in accordance with any and all requirements and timelines noted within the RFP. The cover letter should be signed by a duly authorized representative of the proposer.
- 5.1.2. **Certifications and Attachments** – Please complete and sign the Certifications Required by Law Form, which is included in this RFP as **Attachment B**.
- 5.1.3. **Profile Information** – a written description of your company and/or services offered. The Profile Information Section should include the following information:
  - a. Complete the legal name of your organization/company
  - b. Principal place of business and any local offices
  - c. Years in the Industry: a proven track record of providing the types of products and services you are bidding.
  - d. State the number of current public contractual agreements in place, as well as the number of contractual agreements in the last three (3) years prior to the Opening Date (RFP deadline) of this solicitation.
  - e. Specifically, identify engagements similar to the one described in this RFP.
- 5.1.4. **Assignment of Personnel and Statement of Qualifications** – identify and describe the qualifications of the person or key person(s) responsible for providing services to the Town under this contract. This Section should include:
  - a. Identification of the person or key person(s) who will be responsible for providing services to the Town under this contract
  - b. Description of specific services/experience of the person(s) identified
  - c. Number of years providing the noted services/experience
  - d. Specifically identify and describe the key person(s) experience providing services similar to the one described in this RFP.
  - e. Description of any specific abilities, licenses, experiences, etc. the Respondent feels is important for consideration in the evaluation of the response.
  - f. Resumes, profiles, Curriculum Vitae, etc. of each person(s) may be adequate for this Section, provided it addresses the information requested above.

**5.1.5. Financial Stability** - The proposer should demonstrate his/her financial solvency and ability to support the proposal they have submitted. The successful proposal will include information that demonstrates the proposer has the financial capability to fulfill the requirements set forth in the Contract and RFP documents.

**5.1.6. Approach to Work & Work Plan** – This Section should describe how you plan to approach and complete the work for each of the elements contained within the Scope of Services identified in Section 3.2, Technical Scope of Work.

Following the selection of the top-ranked Proposal, the Awarding Authority and the Contractor will verify the proposed strategy. Based upon the results, the Town may negotiate a proposed plan with the selected Contractor.

**5.1.7. Additional, Added Value Services** – This Section should describe any additional, value-added services in addition to the requested scope of services that are planned to be provided as a result of the above approach and work plans. There is no requirement to provide additional services; however, to the extent a respondent has the capability to provide additional services in the course of completing their work it could help to differentiate the Respondent and to improve the overall evaluation ranking of its Technical Proposal. Section 3.2, Technical Scope of work, will allow the Respondent to identify and detail additional services the Respondent can provide to the Town.

**5.1.8. References** – Provide a list of clients with whom you have been engaged to perform similar engagements since January 1, 2015, including names, addresses, email addresses, and telephone numbers, and type of engagement.

## **5.2. Price Proposal**

Price Proposals, provided in a properly identified separately sealed envelope, should follow the general specifications identified in **Section 4** of this RFP. It is not necessary for the Price Proposal to include the information contained in the Technical Proposal. Price Proposals should conform to the following format:

1. Fully Complete the Price Proposal Form included as an **Attachment A** to this RFP.

## 6. PROPOSAL REQUIREMENTS

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Respondents submitting a proposal for this RFP must satisfy all of the Minimum Criteria listed below. Respondents should ensure that Technical Proposals clearly identify meeting these criteria so that it is easily noted and determined to be met by the evaluator(s). **Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered or undergo an evaluation of its response to the Evaluative Criteria.**

### 6.1. Minimum Requirements

No	Minimum Requirements	Yes	No
1	The Respondent is from an established business, corporation, partnership, firm, or individuals who normally furnish such services as part of their principal business for which it is formed, which has been in business for a minimum of five (5) years. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.		
2	The Respondent has been in the business of providing Consultant Services for Local Comprehensive Plans or Master Plans for other Municipalities for a minimum of five (5) years.		
3	The lead person in charge of this engagement is providing similar services to at least three (3) other Municipalities since January 1, 2014.		
4	All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.		

### 6.2. Staffing Requirements

- i. The Vendor must set forth the project staffing to be utilized on this project.
- ii. Each individual, their project duties, the number of work days each will spend on this project and on other projects in which the Vendor will be concurrently involved must be broken down into the following categories:
  - Name
  - Work Assignment
  - Project Responsibilities
- iii. Should it become impossible for an individual to complete his duties for a reason such as termination of employment, any change in the Vendors staffing as outlined in the proposal will be subject to written notice to the Contract Administrator. The Contract Administrator shall notify the Vendor within seven (7) business days of the acceptance or rejection of any such staff substitutions.

## 7. EVALUATION CRITERIA

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Proposals that meet or exceed the minimum criteria and are determined to be both responsive and responsible will be further reviewed using the comparative criteria outlined in this Section. To the extent that a criterion is based on the evaluation of a proposer's plan, the proposer shall provide a plan that will allow for a meaningful evaluation of that plan. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer, if applicable. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

An "Unacceptable" rating in any one of the criteria may eliminate the Proposal from further consideration.

To the extent that an Evaluation Criterion requires the certification of fact and this RFP does not require otherwise, a proposer's certification as to that fact shall be an adequate response provided; however, upon request, the proposer shall provide evidence to the Town to support that fact.

The following criteria will be used in the evaluation of responses:

### 7.1. **EXPERIENCE: The depth of overall experience of the firm or company submitting the proposal.**

<b>Highly Advantageous</b>	The firm or company has ten (10) or more years of experience consulting with municipalities on projects of similar size and scope to this project.
<b>Advantageous</b>	The firm or company has at least seven (7) but less than ten (10) years of experience consulting with municipalities on projects of similar size and scope to this project.
<b>Not Advantageous</b>	The firm or company has at least five (5) but less than seven (7) years of experience consulting with municipalities on projects of similar size and scope to this project.
<b>Unacceptable</b>	The firm or company has less than five (5) years of experience consulting with municipalities on projects of similar size and scope to this project.

### 7.2. **PAST PERFORMANCE: Project team's experience successfully completing municipal master plans and/or local comprehensive plans.**

<b>Highly Advantageous</b>	The project team can demonstrate the successful completion of three (3) or more similar projects within the last seven (7) years, which included robust public participation.
<b>Advantageous</b>	The project team can demonstrate the successful completion of at least two (2) similar projects within the last five (5) years, which included robust public participation.
<b>Not Advantageous</b>	The project team can demonstrate the successful completion of one similar project within the last three (3) years with limited public participation.
<b>Unacceptable</b>	The project team cannot demonstrate the successful completion of similar projects.

### 7.3. **STAFFING: The depth of experience of the person(s) assigned to the engagement.**

<b>Highly Advantageous</b>	The lead person on this engagement has ten (10) or more years of experience providing similar services, and key staff demonstrates exceptional qualifications.
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<b>Advantageous</b>	The lead person on this engagement has at least seven (7) but less than ten (10) years of experience providing similar services, and key staff demonstrates moderate qualifications.
<b>Not Advantageous</b>	The lead person on this engagement has less than seven (7) years of experience providing similar services, and key staff demonstrates minimal qualifications.
<b>Unacceptable</b>	Any of the persons assigned to this engagement have less than three (3) years of experience providing similar services.

**7.4. COMMUNITY ENGAGEMENT: The ability of the project team to provide a significant, robust and innovative public participation and community engagement process to involve the general public, organizations and stakeholders in this planning process, including those least likely to participate.**

<b>Highly Advantageous</b>	The project team has proposed a wide variety of traditional, non-traditional and innovative methods of community engagement and has provided evidence of their experience implementing such strategies.
<b>Advantageous</b>	The project team has proposed a credible approach using traditional and non-traditional methods of community engagement and provided evidence of their experience implementing such strategies.
<b>Not Advantageous</b>	The project team has proposed a limited approach using traditional methods of community engagement and has not included the use of non-traditional community engagement activities in their proposal.
<b>Unacceptable</b>	The project team did not provide a community engagement plan.

**7.5. PROJECT APPROACH AND UNDERSTANDING: The depth and quality of the scope of services and the desirability of the methodology and approach to be used in developing the Local Comprehensive Plan.**

<b>Highly Advantageous</b>	The respondent proposes a detailed, logical and innovative approach and work plan that demonstrates a thorough understanding of the purpose and scope of the work and will meet or exceed all the project goals and objectives stated in the RFP.
<b>Advantageous</b>	The respondent proposes a credible approach and work plan that identified a general understanding of the purpose and scope of the work and will meet the project goals and objectives stated in the RFP.
<b>Not Advantageous</b>	The respondent proposes an approach and work plan but does not clearly demonstrate an understanding of the Town's expectations or meet all the goals and objectives stated in the RFP.
<b>Unacceptable</b>	The respondent does not provide an approach or work plan.

**7.6. ABILITY TO PERFORM PLAN: Availability of the project team to execute their approach and work plan to meet the schedule outlined in the RFP.**

<b>Highly Advantageous</b>	The respondents' proposal provides for a detailed staffing, approach and work plan that supports all of the project requirements and logically leads to producing or exceeding the minimum deliverables required in the Scope of Services in advance of the required timelines.
<b>Advantageous</b>	The respondents' proposal provides for staffing, approach and work plan that is clearly defined and will lead to producing the minimum deliverables required in the Scope of Services in advance of the required timelines.



<b>Not Advantageous</b>	The respondents' proposal provides for staffing, approach and work plan, but does not clearly demonstrate the ability to meet the minimum deliverables required in the Scope of services in the timelines required.
<b>Unacceptable</b>	The respondent does not identify staffing, an approach or work plan sufficient to achieve the minimum deliverables required in the Scope of Services.

**7.7. INCLUSION OF ADDITIONAL, ADDED VALUE SERVICES:**

<b>Highly Advantageous</b>	Respondent proposes to include more than one additional, added value service providing determinable value or benefit to the Town.
<b>Advantageous</b>	Respondent proposes to include at least one additional, added value service providing determinable value or benefit to the Town.
<b>Not Advantageous</b>	Respondent proposes no added value services.
<b>Unacceptable</b>	Not applicable

**7.8. GENERAL IMPRESSION OF PROPOSAL:**

<b>Highly Advantageous</b>	The response is concise, informative, and highly detailed. The proposal reflects that the provider can perform in a manner acceptable to the Town and shows the Proposer's commitment to the Town. An evaluator is confident in the provider's overall ability to provide and administer the services as required by the Town.
<b>Advantageous</b>	The response is informative and meets the criteria for responsiveness. The proposal reflects that the provider can perform in a manner acceptable to the Town but was not overly impressed by the proposal's expression of ability.
<b>Not Advantageous</b>	Response meets the criteria for responsiveness. The reviewer feels the proposal reflects that the Proposer may be able to perform in a manner acceptable to the Town but was not impressed by the Proposer's expression of ability.
<b>Unacceptable</b>	The response is not well-organized, not clear, not concise, and contains numerous analytical, grammatical, and/or typographical errors.

## APPENDICES



## **APPENDIX 1 – RFP EXHIBITS**

Exhibits are included within the RFP documents to provide additional information relating to the consulting services being sought through this RFP and to disclose contractual terms and conditions. Exhibits are intended to assist Respondents in formulating their proposals and in determining the price. Questions or clarifications relating to this information should be sought following the instructions included in Section 4 of the RFP. The following Exhibits are included in this RFP:

- Exhibit 1      Legal Advertisement for RFP.
- Exhibit 2      Town of Yarmouth Standard Contract Form

## Exhibit 1- Legal Advertisement for RFP

### TOWN OF YARMOUTH, MASSACHUSETTS COMMUNITY DEVELOPMENT DEPARTMENT

Town Hall, 1146 Route 28  
South Yarmouth, Massachusetts 02664

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#### Notice of Request for Proposals

#### To Provide the Following Professional Services:

#### Consultant Services - Yarmouth Local Comprehensive Plan Update

The Town of Yarmouth, acting through its Town Administrator, hereby requests the submittal of proposals from qualified professional firms for the **Consultant Services - Yarmouth Local Comprehensive Plan Update** in accordance with the specifications set forth within the Request for Proposals (RFP) documents.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6, and all contracts must be strictly awarded in accordance with the requirements of this Act. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued.

Copies of the Request for Proposals (RFP) are available on the Town of Yarmouth Website, the Doing Business page at <https://yarmouth.ma.us/bids.aspx>, beginning May 1, 2023.

A response to the RFP requires a separate Technical Proposal and a separate Price Proposal, both submitted in separate, sealed envelopes. Please follow the submission requirements and instructions contained within this RFP. Failure to do so may result in the response being considered nonresponsive.

Proposals should be submitted in the required format(s) and received at the Town Administrator's Office, Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA 02664, **by 3:00 p.m. Eastern Time on June 1, 2023**. Proposals will be opened and read immediately following closing time and will not be public. The contract will be awarded within 90 days.

The Town of Yarmouth reserves the right to cancel this RFP or reject in whole or in part any and all proposals when cancellation or rejection serves the best interests of the Town.

Robert L. Whritenour, Jr.  
Chief Procurement Officer

**Exhibit 1- Legal Advertisement for RFP**

**TOWN OF YARMOUTH<sup>1</sup>**

**CONTRACT #**

STATE CONTRACT # (if applicable) \_\_\_\_\_

**CONTRACT NAME: CONSULTANT SERVICES - YARMOUTH LOCAL COMPREHENSIVE PLAN UPDATE**

This Contract is entered into on, or as of this date by and between the Town of Yarmouth and the Contractor, as indicated below:

Town of Yarmouth, Massachusetts		Contractor Name & Address	
Business Address for Notice			
Town Administrator		BUSINESS NAME	
1146 Route 28		ADDRESS	
South Yarmouth, MA 02664		CITY, STATE, ZIP	
		ADDL.	
Contract Manager		Contact Person	
NAME		NAME	
DEPT.			
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
PHONE		PHONE	
EMAIL		EMAIL	

1. This is a Contract for the procurement of the following:  
 To complete the update to the Yarmouth Local Comprehensive Plan.  
 Contract attachments hereby incorporated into this Contract are as follows:
  - (i) The RFP– Attachment A; and
  - (ii) Respondent's Response dated June 1, 2023 – Attachment B
  
2. The Contract price to be paid to the Contractor by the Town is:
  
3. Payment will be made as follows:
  - 3.1. If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).
  
  - 3.2. Fees and Reimbursable Costs combined shall not exceed \$ \_\_\_\_\_ as more fully set forth in the Contractor Documents.

<sup>1</sup> Contract Short Form - Services

## Exhibit 1- Legal Advertisement for RFP

- 3.3. There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.
- 3.4. Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed, and the related services are complete.
- 3.5. Payments will be made by electronic methods either by credit card or ACH / direct bank deposit to the Contractor's account. The Contractor must provide a completed and signed ACH / direct deposit form. The Contractor must provide the Town an updated form if the bank account used for the deposit is changed during the term of this Contract.

### 4. Definitions:

- 4.1. Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- 4.2. Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 4.3. Work: The services or materials contracted for, or both.

### 5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before October 2024, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

### 6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

### 7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor prior to commencement of the Services, and shall be maintained throughout the duration of the Contract.

### 8. Termination and Default:

- 8.1. Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion, it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method

## Exhibit 1- Legal Advertisement for RFP

evidencing actual receipt by the Contractor. Upon termination without cause, the Contractor will be paid for services rendered to the date of termination.

- 8.2. For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

- 8.3. Default. The following shall constitute events of a default under the Contract:

i. any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

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

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Yarmouth shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1. This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2. The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Services provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

## Exhibit 1- Legal Advertisement for RFP

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

### 13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

### 14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

### 15. Condition of Enforceability Against the Town:

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

### 16. Corporate Contractor:

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

### 17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

### 18. Liability of Public Officials:

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

### 19. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.



## Exhibit 1- Legal Advertisement for RFP

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

### 20. Insurance

Failure to provide and continue in force the following insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage from companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 20.1. Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

#### 20.2. Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

#### 20.3. Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Yarmouth as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

## Exhibit 1- Legal Advertisement for RFP

### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's proposal within thirty (30) days of receipt of an invoice detailing the services provided and acceptance from the Town of said services.

### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

### 28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**Exhibit 2- Town of Yarmouth Standard Contract Form**

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

**FOR THE TOWN OF YARMOUTH**

Acknowledged:

\_\_\_\_\_  
 Department/Division Head                      Date

Approved as to Procurement:

\_\_\_\_\_  
 Chief Procurement Officer                      Date

Approved as to Availability of Funds:

\_\_\_\_\_  
 Town Accountant                                      Date

Contract Approval:

\_\_\_\_\_  
 Town Administrator                                      Date

**FOR THE CONTRACTOR**

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

\_\_\_\_\_  
 Authorized Signature                                      Date

\_\_\_\_\_  
 Print Name & Title

<b>FOR INTERNAL USE ONLY</b>	
Appropriation Account(s)	
Purchase Order #	
Contract #	
<b>Contract Documents</b>	<b>Contract Documents Received (Y) Yes, (N) No, N/A</b>
Combined Certification Form (Not Public Construction)	
Combined Certification Form (Public Construction)	
Contractor W9 Form	
EFT Authorization Form	
Insurance Certificate	
<b>ADDITIONAL INFORMATION</b>	

## **APPENDIX 2- RFP ATTACHMENTS**

The following attachments hereto are incorporated by the following references as part of the RFP Documents. All attachments should be completed and signed, and included in your response.

Price Proposal Worksheet

Attachment A

Certificates Required by Law

Attachment B

Corporate Authority Signature Forms

Attachment C

**PRICE PROPOSAL WORKSHEET FOR  
CONSULTANT SERVICES - YARMOUTH LOCAL COMPREHENSIVE  
PLAN UPDATE**

**Name of Firm:** \_\_\_\_\_

Attach to this pricing sheet a complete rate structure, including all hourly rates by discipline/position and any other associated charges included in the total lump fee. Include a breakdown of the fee by tasks carried out within this proposal.

**PART 1**

Provide Lump Sum Costs for each Task as described in your Scope of Services based on Section 3.2 – Technical Scope of Work. Please note lump sum values shall be inclusive of all expenses.

<b>Breakdown of Tasks/Fees</b>	<b>LUMP SUM COST</b>
TASK 1 – <u>Meetings, Public Engagement &amp; Coordination</u>	\$
TASK 2 – <u>Plan Elements:</u>	\$
TASK 3 – <u>LCP Preparation</u>	\$
<b>LUMP SUM FEE</b>	\$

**PART 2**

Provide hourly rates for key project team members. Attach additional information as needed.

<b>TEAM MEMBER</b>	<b>AREA OF EXPERTISE</b>	<b>HOURLY WAGE</b>

Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name (print): \_\_\_\_\_

Title(print) \_\_\_\_\_



**TOWN OF YARMOUTH SIGNATORY AUTHORITY**

Consultant Services - Yarmouth Local Comprehensive Plan Update:

\_\_\_\_\_

At a duly constituted meeting of \_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date)

at which all Directors were present or waived notice, it was voted that:

\_\_\_\_\_  
(Name of Officer) (Title of Officer)

of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such

\_\_\_\_\_ under seal of the company, shall  
(Officer)

be valid and binding upon this company.

A TRUE COPY, ATTEST:

\_\_\_\_\_  
(Clerk of the Corporation) (Print Name & Signature)

Place of Business: \_\_\_\_\_  
\_\_\_\_\_

**IF A FOREIGN CORPORATION:** I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L, and Chapter 156D as they relate to Foreign Corporations.

**(check one)**     Not Applicable     I comply and am registered and in good standing with the  
Massachusetts Secretary of State.

I hereby certify that I am the clerk of the \_\_\_\_\_ and that  
(Print Name of Corporation)

\_\_\_\_\_ is duly elected \_\_\_\_\_ of said  
(Print Name of Officer) (Print Signatory Name & Title)

Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk of the Corporation)

(CORPORATE SEAL)



**NOTARIZATION:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_