



**TOWN OF WELFLEET
300 Main Street
Wellfleet, MA 02667**

**REQUEST FOR PROPOSALS FOR
MASTER PLANNING SERVICES, MAURICE’S
CAMPGROUND
Issue Date: October 23, 2023**

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Request for Proposals for Master Planning Services

LEGAL NOTICE

TOWN OF WELLFLEET
REQUEST FOR PROPOSALS
MAURICE'S CAMPGROUND
PLANNING SERVICES

The Town of Wellfleet is seeking sealed proposals under G.L. c.30B from professional firms or teams with blended expertise in the areas of neighborhood planning, site design, architecture, affordable housing development, and community engagement, to work with the Town-appointed planning committee to create a Master Plan for the 21.5 acre site known as Maurice's Campground which is located at 80 State Highway, Wellfleet, MA. The initial term of the contract will be one year. The Town will hold the exclusive option to extend the contract for an additional two (2) year term as outlined in the Request for Proposals.

Specifications are available at the Assistant Town Administrator's Office, beginning on Monday October 23, 2023, from 8 AM to 4:00 PM and by email at silvio.genao@wellfleet-ma.gov . Proposals must be submitted by **2 PM** On Tuesday December 19, 2023, at which time all proposals will be publicly opened. **One original and 11 hardcopies** of the proposals must be submitted and placed in one (1) sealed envelope clearly marked: "MAURICE'S CAMPGROUND MASTER PLANNING SERVICES NON-PRICE PROPOSAL" and one (1) sealed envelope clearly marked: "MAURICE'S CAMPGROUND MASTER PLANNING PRICE PROPOSAL." Bidders must also submit an electronic version of the proposal (USB Drive) with their submission.

A pre-bid site walk (not mandatory but encouraged) will take place on November 15, 2023, at 11 AM Questions are due by November 21, 2023, at 4 PM.

The Town Administrator or designee(s) will evaluate the proposals, on or before February 22, 2023, and shall make a recommendation to the Wellfleet Selectboard, as the Awarding Authority. The award shall be made to the proposer determined to be the most advantageous taking into consideration both non-price and price factors as set forth in this Request for Proposals.

The Town of Wellfleet reserves the right to reject any and all proposals when it is deemed to be in the best interest of the Town.

Richard Waldo, MCCPO
Town Administrator

PROJECT SUMMARY & BACKGROUND

The Town of Wellfleet is seeking responses from professional firms or teams with blended expertise in the areas of neighborhood planning, site design, architecture, affordable housing development, and community engagement, to work with the Town-appointed planning committee to create a Master Plan for the 21.5 acre site known as Maurice's Campground.

Located on the east side of Route 6 just north of the Eastham-Wellfleet town line, the Campground was purchased by the Town in December 2022 to address the scarcity of year-round and seasonal affordable and workforce housing for individuals and families who are critical to the Outer Cape's economy. The acquisition provides a unique opportunity for the Town to dramatically expand the affordable housing supply and living options available in Wellfleet's high-cost real estate market. Pursuant to the town meeting vote and the use of Community Preservation Act funds for the purchase, at least a three-acre portion of the site is deed restricted for use as affordable housing.

This land purchase follows on the Town's forthcoming lease of a 6-acre Town-owned parcel at Lawrence Road for a 46-unit Low Income Housing Tax Credit (LIHTC)-financed rental development. Construction is expected to begin on that project in the next year or two. The surrounding Outer Cape towns have also either recently approved or are planning affordable housing developments on Town-owned parcels.

In addition to increasing the supply of affordable rental units, the Town hopes to provide units at Maurice's that fill other, harder to finance, gaps in the local residential real estate market---by offering opportunities for affordable homeownership, by serving seasonal workers and moderate-income households, by providing a greater variety of building types, and by allowing more choices of living arrangements. Because capital subsidies for these housing forms are virtually nonexistent, and because the scale of the site offers the potential to create an entirely new neighborhood, this project presents unique challenges and opportunities.

For this reason, Wellfleet is interested in identifying and retaining the services of an especially creative professional firm or team to prepare the Master Plan for development of the Campground property. The Town will be an active partner in the Master Planning process and is prepared to judiciously and flexibly exercise its regulatory authority to control the character of the development and realize its aspirations for the site's future uses.

The Select Board and Town Administrator have appointed nine residents to the Maurice's Campground Planning Committee (the Committee or MCPC), and have charged it with making recommendations for development of this new neighborhood in close consultation with the community and key stakeholders. Stakeholders will be represented (in part) through a Town-appointed Stakeholders' Committee, currently in formation. The Master Planning firm or team will work at the MCPC's direction.

The selected firm or team will advise and assist the Committee in:

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- Developing an overall vision for the size, configuration, and character of the proposed new neighborhood.
- Preparing a conceptual/schematic site plan outlining the areas appropriate for housing (and the number of units supportable), for ancillary uses (such as recreational or commercial), and for providing the physical infrastructure and community amenities needed to support the proposed development (and the South Wellfleet neighborhood generally).
- Identifying strategies to facilitate the provision of diverse housing types with tenure forms and affordability levels that address the specific needs identified in Wellfleet’s Housing Production Plan: <https://www.wellfleet-ma.gov/home/news/read-the-2023-wellfleet-housing-production-plan>.
- Developing design guidelines that integrate the neighborhood into the fabric of the Wellfleet community.
- Identifying opportunities to increase affordability, utilization of renewable energy, and climate resiliency, while minimizing the neighborhood’s environmental impact, especially on water quality, and
- Designing and facilitating a process for robust community participation and engagement of local residents, workers, business owners, and other stakeholders in planning the new neighborhood.

Working with the Committee, the firm or team will propose and review alternative plans with the community and stakeholders before finalizing a proposed Master Plan for the Committee to recommend to the Select Board.

The Town intends to issue one or more Requests for Proposals for real estate developers to implement part or all of the Town-adopted Master Plan no later than 3 years from the date of site acquisition (i.e., in 2025), with the intent to see construction beginning no more than 3 years later (2028). (The terms of the Town’s acquisition require that site continue to be used as a campground for 6 years.)

The Town envisions that the Master Plan phase of the project will be completed in [12] months from the date of contract execution, but consideration will be given to proposed work plans that conclude prior to or extend beyond this anticipated completion date. The contract is subject to funding availability.

PROJECT GOALS.

The Master Plan will reflect the following goals:

- provide housing opportunities for multiple needs, circumstances, and life stages, including but not limited to affordable, workforce, senior, transitional, homeownership, and seasonal worker housing.
- since developable land for affordable housing is scarce in Wellfleet, optimize use of the property to address the Town's housing needs for residents with incomes insufficient to find decent, safe, and affordable housing on the Outer Cape.
- create a well-planned, coherent, and desirable residential neighborhood that "fits" into, and is identifiable as part of Wellfleet despite its relatively higher residential density, and that expands the facilities and services available to South Wellfleet residents.
- be sensitive to opportunities and constraints inherent in the site (e.g., buffer from the traffic and noise of Route 6 but provide a CCRTA Flex bus stop; provide access to Mass Audubon's Wellfleet Bay Wildlife Sanctuary to the west, Cape Cod Rail Trail, and National Seashore to the East, etc.)
- minimize the environmental impact of the development and maximize the potential for innovative renewable energy, climate resiliency, and other ecological initiatives.
- in coordination with the Town's wastewater consultant, incorporate and plan for siting of innovative wastewater management solutions, that can also service other properties in the vicinity, to the extent feasible.
- provide creative solutions to accommodate the recreational, vocational, and transportation equipment storage needs of local residents.

FURTHER PLANNING OBJECTIVES AND GUIDANCE

It is anticipated that the selected firm or team will:

- Incorporate and build on the results of Wellfleet’s Housing Production Plan <https://www.wellfleet-ma.gov/home/news/read-the-2023-wellfleet-housing-production-plan>.
- Work with the Committee to conduct further outreach and research.
- Reflect Net Zero and Smart Growth development principles.
- Incorporate any findings/recommendations of Town Counsel with respect to existing and potential rights of access to property.
- Conduct a collaborative and transparent planning process that provides opportunities for meaningful input from the community, Town staff, and other stakeholders, and is fully compliant with the Massachusetts Open Meeting Law.
- Recommend zoning changes to accomplish proposed uses and development of the Property.
- Prepare a development strategy, including recommendations for phasing and single vs. multiple developer approaches that will enable the Town to offer designated areas of the site to qualified developers on terms that best facilitate achievement of the Town’s goals.

SCOPE OF SERVICES (PROJECT TASKS & DELIVERABLES)

The selected firm or team will produce a Master Plan that provides a comprehensive blueprint for development of the Maurice's Campground property and is supported by the community. The plan should consist of a Site/Land Use Plan, a Development Program, and a Development Strategy. The Master Plan will take into consideration existing site conditions, land use regulations, the feasibility of various uses, and the Town's needs, goals, and priorities, and should be developed in close coordination with the Town's wastewater management consultant/ plan. The final deliverables will form the basis of one or more Requests for Proposal issued for development of the property. Project tasks and deliverables will include:

1. Community Engagement (ongoing)

The selected firm or team will lead a participatory community process that builds on the Town's recently completed strategic planning activities and previous outreach efforts, including surveys for the Maurice's Campground site.

A. Committee Meetings

As part of this process, the firm or team will attend Committee meetings, prepare meeting agendas in consultation with the Committee Chair, draft minutes, and develop and maintain a project schedule with events and key milestones. Meetings will be held as frequently as needed to maintain progress, gain consensus, and complete the project on schedule. In addition, the firm or team will be expected to engage regularly with Town staff and Committee leadership to ensure ongoing collaboration and progress.

B. Community Participation

The firm or team will conduct activities designed to assess community needs, solicit, and receive public input, and fully engage community stakeholders in the planning process for the site. Effort will be made to reach key sectors not adequately represented through prior outreach or surveys. Activities may include:

- **Focus groups** (including with elementary school parents, recent high school graduates, seasonal employees, town employees and other essential workers, members of the shellfishing/ aquaculture community who are required to reside in Wellfleet, local area businesses, year-round retirees, and neighbors and abutters);
- **Visioning or listening/ feedback session(s)**, and
- **Presentation of planning options** for the site. A minimum of 3 public meetings should be held, including: (1) an initial meeting to present key

planning issues, introduce the team, describe the team's workplan and schedule, and solicit general community input; (2) a second meeting to consider preliminary option(s) selected by the Committee; and (3) a third meeting to present the Committee's recommended plan prior to submission to the Select Board.

At the conclusion of the project, the firm or team will submit to the Committee a summary report documenting the community engagement process.

2. Data Collection/Analysis & Site Assessment In conjunction with the initial community engagement process, the firm or team will undertake the following preliminary activities:

- Review all relevant documents, including Wellfleet's Housing Production Plan <https://www.wellfleet-ma.gov/home/news/read-the-2023-wellfleet-housing-production-plan>, applicable regional housing, transportation, economic development, environmental, and water/ wastewater management reports (<https://www.capecodcommission.org/>), and documents pertaining specifically to the Maurice's Campground site <https://www.wellfleethousing.org/maurices-campground>.
- Conduct interviews with Wellfleet, Eastham and regional officials, civic leaders, local area businesses, and representatives of other key stakeholder constituencies.
- Conduct a site analysis to identify physical, technological, intergovernmental, and regulatory opportunities and constraints for the development program and strategy, including the site's relationship to South Wellfleet and the Town of Eastham. With respect to wastewater management, the site analysis should reflect the preliminary findings of the Town's wastewater management consultant.
- Assess potential traffic and transportation issues, as well as opportunities to improve traffic flow and pedestrian/ bicycle access and safety along (and across) the Route 6 corridor and the Cape Cod Rail Trail.
- Identify and document successful initiatives in other communities that could serve as models for this neighborhood, including (1) developments of comparable scale or character that illustrate relevant features of site design, land use, residential density, etc.; and (2) creative approaches to affordable homeownership, seasonal worker housing, year-round rental workforce housing and other non-traditional housing forms (e.g. cohousing, tiny houses, congregate housing, etc.) identified by the firm or team in consultation with the Committee that may be appropriate for this site.

A brief report summarizing all findings will be prepared at the conclusion this task.

3. Land Use Plan and Development Program

A. Land Use Plan

The firm or team will prepare a conceptual land use plan(s) illustrating how proposed uses of the site are distributed. A minimum of two options, with alternative conceptual designs, will be presented to the Committee for selection prior to presentation to the community. Following community input, the preferred plan, including graphic renderings that are easily understandable by the general public, will be presented to the Committee for approval. After additional community feedback, the Committee will approve a final plan for submission to the Select Board. The conceptual plan(s) should include the following elements:

- Recommended site layout and configuration/ relationship of uses.
- Distribution and density of structures on each portion of the site, including square footage, height, proposed building types, and number of housing units.
- Siting of commercial uses and types.
- Siting of community and recreational facilities (indoor/ outdoor, passive/ active, adult/child oriented).
- Siting of walkways, roadways, access roads, utilities, entrances, and exits to and from the property.
- Parking layouts to accommodate intended uses, including accessible parking and space for larger vehicles to onload/ offload (e.g., school busses, delivery trucks, Cape Cod Regional Transit Flex bus service).
- Location of proposed wastewater facility(s) and/or components (consistent with the recommendations of the Town's wastewater consultant).
- Stormwater retention and/or bio retention areas.
- Pathways, gathering spaces, and outdoor seating areas.
- Naturalized areas, planting areas, community gardens, and green spaces.

- Potential solar canopies and/or rooftop solar, electric vehicle charging stations, and the like.

B. Development Program (Narrative Report)

The firm or team will prepare a Development Program (Narrative Report) containing recommendations for site development and land use, along with their rationale and supporting analysis, that corresponds to the Land Use Plan. The initial draft Development Program may include alternative sections corresponding to the alternative conceptual site plans, as applicable. The draft and final Development Programs will be presented to the Committee and the community in conjunction with the Land Use Plans, as described above. The Development Program should include the following elements:

- Proposals for a variety of housing types serving the needs identified through the planning process, including numbers of units by affordability and/or occupancy category, bedroom size, tenure type, building type, and location.
- Proposals for active and passive recreational opportunities, commercial facilities, community facilities, and other ancillary uses.
- Proposed approaches to address infrastructure needs, including broadband internet, electricity, cable, transportation access, water, and wastewater management (reflecting the feasibility analysis and siting recommendations provided by the Town's wastewater consultant).
- Recommendations for incorporating solar and climate resiliency initiatives into the development plan.
- Proposed approaches for integrating the site with the surrounding neighborhood.
- An assessment of the proposed development's potential impact on traffic flow and transportation safety; the natural environment (including water and wastewater disposal); the Town's housing and economic needs; the surrounding neighborhood and land uses; and the Town's services, tax base, and employment.
- For proposed housing types, where state funding is not typically or readily available (e.g., affordable homeownership, seasonal workers housing), a preliminary feasibility analysis including projected costs and financing sources.

4. Development Strategy/ Implementation Plan

The firm or team will assist the Committee in preparing for implementation of the Land Use Plan and Development Program, including the following activities:

- Propose a strategic path and timeline for project implementation, through developer selection, permitting, and construction. The implementation plan should address considerations relative to project phasing, optimal sequencing of development activities, and the use of single vs. multiple developer RFPs, taking into account funding constraints and the mix of housing uses proposed. The timeline should be closely coordinated with the implementation schedule for the proposed new wastewater treatment system (as developed by the Town's consultant).
- Prepare guidelines for site and building design, sustainability, climate resiliency, and related objectives that the Town seeks developers to address, for incorporation into the RFP(s).
- Propose zoning and other local regulatory changes needed to accomplish the proposed development plan.
- Identify any additional studies that should be undertaken, and costs and staffing needs that the Town should anticipate incurring, to facilitate the Master Plan's implementation.

PROPOSAL SUBMISSION REQUIREMENTS AND PROCUREMENT PROCEDURE

This Request for Proposals (RFP) has been issued pursuant to Massachusetts General Law Chapter 30B, Uniform Procurement Act, and all stages of the selection process will be governed by that Act. The RFP and related information may be obtained beginning Monday October 23, 2023, at 8AM by contacting Assistant Town Administrator, Town of Wellfleet, at silvio.genao@wellfleet-ma.gov.

A pre-bid site walk (not mandatory but encouraged) will take place on November 15, 2023, at 11 AM. Questions are due by November 21, 2023, at 4 PM.

Responses to this RFP require separate Technical Proposals and Price Proposals, each submitted in its own sealed envelope. Failure to comply with this and other submission requirements described herein may result in a Proposal being considered nonresponsive.

In preparing their Price Proposals, Respondents should address all of the tasks described in the preceding Scope of Services.

Proposals as described within should be submitted to Silvio Genao, Assistant Town Administrator, Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667, no later than 2:00 p.m. on Tuesday, December 19, 2023, with an electronic copy of the Technical Proposal submitted on a USB drive. Late Proposals will not be accepted.

The Town of Wellfleet reserves the right to reject any or all Proposals which are not responsive to this RFP, in whole or in part, as deemed in the best interests of the Town, in accordance with G.L. c. 30B, Uniform Procurement Act.

1. Decision to Use RFP Process

Pursuant to G.L. c. 30B, §6(a), the Town's Chief Procurement Officer has determined that selection of the most advantageous Proposal requires comparative judgment of factors in addition to price.

The Town seeks Proposals for master planning services for the approximately 21.5-acre Maurice's Campground site. The RFP process will enable the Town to provide higher ratings to consultants who have significant experience providing similar master planning services to municipalities or other entities at the scale required.

2. Anticipated Schedule for Procurement of Services*

RFP issued	October 23, 2023	8:00 am
Pre-Bid Site Walk	November 15, 2023	11:00 am
Questions Due	November 21, 2023	4:00 pm
Proposals due	December 19, 2023	2:00 pm
Review of Technical Proposal Submissions	January 15, 2024	Not applicable

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Interviews	January 30, 2024	TBD
Evaluation of Proposals	February 22, 2024	Not applicable
Notice of Award	March 14, 2023	TBD
Notice to Proceed	April 2, 2023	TBD

*The town reserves the right to extend these timeframes as needed.

3. Contract and Contract Term

After selection of the most advantageous Proposal, as determined through the process described below, a written contract shall be executed by the successful Respondent and the Town. Subject to funding availability, the Town anticipates a start date no later than April 2, 2024, and the term of the contract is anticipated to be through April 1, 2025. At the Town’s discretion, the contract may be extended for up to 2 additional years, at no additional cost to the Town.

4. Changes to the RFP (Addenda)

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum to the RFP will be issued. Respondents who have requested and received a copy of the RFP will be notified of such addenda by email. The addenda will also be posted on the Town website. Please check the Town website for addenda before submitting a Proposal to the Town. In their submitted Proposals, Respondents shall acknowledge receipt of all addenda issued.

5. Questions

Prospective respondents should not rely upon information not contained in this RFP or solicited from any other source. Questions and/or requests for clarification must be submitted in writing via email to Silvio.Genao@wellfleet-ma.gov. All responses to such questions or requests (together with the questions/requests themselves) will be posted on the Town's website as addenda to the RFP and will be incorporated into the RFP. Respondents who have requested and received a copy of the RFP will be notified of such addenda by email. Please check the Town website for addenda before submitting a Proposal to the Town.

6. Responsive Proposals

A responsive Proposal is one that has been properly and timely submitted; contains all required attachments and consists of a separately sealed Technical Price Proposal meeting the Submission Requirements below. Any Proposal which fails to include any material information or documentation specified in the Submission Requirements is non-responsive and will be rejected.

All Proposals shall remain valid for a minimum period of 90 days following the date Proposals are due December 19, 2023, at 2 pm. This provision shall be specifically referenced within a submitted Proposal.

7. Submission Requirements

A. Technical Proposal

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- Hard Copies: One original and eleven copies of the Technical Proposal shall be submitted in a sealed envelope which is marked: "MAURICE'S CAMPGROUND MASTER PLANNING SERVICES NON-PRICE PROPOSAL" submitted by [name of Respondent]."
- An Electronic, Text-Searchable, copy of the Technical Proposal shall be submitted on a thumb drive along with the hard copies.

The Technical Proposal must not contain any reference to price. The Technical Proposal must include the Contents specified in Section 16 below.

B. Price Proposal

A Price Proposal shall be submitted in a sealed envelope which is marked: "MAURICE'S CAMPGROUND MASTER PLANNING SERVICES PRICE PROPOSAL" submitted by [name of Respondent]." The Price Proposal must contain a fee schedule identifying the proposed cost for each task included in the Master Planning project (see Scope of Services, above).

C. Delivery Address

Proposals shall be delivered or mailed to the following address:

Silvio Genao, Assistant Town Administrator
Town of Wellfleet
300 Main St.
Wellfleet, MA 02667

All Proposals must be received no later than 2:00 p.m., local time, on December 19, 2023. It is the responsibility of the Respondent to ensure that the Technical and Price Proposals are received at the proper location prior to the stated deadline. Respondents should plan accordingly for timely delivery. Faxed Proposals will not be accepted.

8. Town's Reservation of Rights

The Town of Wellfleet reserves the right to cancel this RFP, or to reject all proposals, should such action be in the best interest of the Town.

The Town of Wellfleet reserves the right to modify this RFP as needed to serve the interests of the Town. If any modifications are made to the RFP, an addendum will be issued as described above.

The Town reserves the right to waive any mistakes or informalities in the Proposals received and may request supplementary information from any Respondent 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.

9. Proposal Corrections and Withdrawals

Following submission of a Proposal, a Respondent is not permitted to modify such Proposal, except for minor corrections. Corrections shall be in sealed envelopes, clearly marked to indicate contents, with the name and address of the Respondent. No Proposal may be amended so as to prejudice fair competition or the Town of Wellfleet. A request for withdrawal must be in writing.

10. Opening of Proposals

Technical Proposals will be opened on the date and time specified above and the names of Respondents will be read and recorded.

Technical Proposals will be opened privately, and their contents will not be disclosed to the public or competing Respondents until the evaluation process is complete. A register of Proposals will be compiled; this register may be reviewed upon request.

11. Evaluation of Technical Proposals and Interviews

The evaluation of Technical Proposals will be conducted by an Evaluation Committee. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP. The Evaluation Committee may interview qualified, responsive, and responsible Respondents. Respondents whose submittals do not meet the minimum requirements will not be interviewed. There is no entitlement to an interview. The Town reserves the right to extend the time during which interviews may be undertaken.

12. Rule for Award

Any contract resulting from this RFP shall be awarded to the responsive and responsible Respondent offering the most advantageous Proposal, taking into consideration all evaluation criteria and Proposal prices. As used herein, the terms "responsive" and "responsible" shall have the meanings given to such terms under G.L. c. 30B,. §2.

13. Proposal Acceptance and Execution of Contract

The Town will provide notice of acceptance of the successful Proposal by award letter, which shall include a contract between the Town and the Respondent. This RFP, and the successful Proposal shall be incorporated into the final contract document. The Respondent shall deliver the contract duly signed and properly executed within ten (10) calendar days of receipt of the notice of acceptance. If the successful Respondent fails to execute the contract within such period, or within such period as extended by mutual agreement, the Town may accept another proposal.

- **Insurance**

The selected Respondent will be required to obtain and maintain, at its own expense, general liability and motor vehicle liability insurance policies in connection with any operations included in the contract and shall have the Town of Wellfleet listed as an additional insured on such policies. Workers' compensation insurance, in accordance with the requirements of Massachusetts law, will also be required if applicable. Insurance coverage and limits are

included as part of Town of Wellfleet contract terms and conditions (see Appendix 2).

- **Indemnification**

The selected Respondent will be required to indemnify, defend, and hold harmless the Town of Wellfleet, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Respondent, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with terms and conditions of this Contract. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Respondent under contract with the Town.

14. Public Records

Following completion of the selection process, all Proposals submitted in response to this RFP are, subject to disclosure under the Massachusetts Public Records Law, G.L. c. 66, §. 10 and c. 4, §. 7, subsection 26.

All reports and materials prepared by the Selected Respondent will be public information and shall not be copyrighted.

15. Compliance

In submitting a Proposal, a Respondent agrees that if selected, the Respondent will comply with all applicable federal, state, and local laws in its performance of a contract with the Town of Wellfleet.

16. Contents of Technical Proposal

Technical Proposals must provide the information necessary to demonstrate satisfaction of the Minimum Criteria set forth below, and the information necessary for assessment of the Proposal under the Evaluation Criteria set forth below.

Technical Proposals should conform to the following format:

- a. Cover letter: indicating the Respondent's interest and ability to complete the Scope of Services contained in this RFP. The cover letter should also acknowledge all addenda issued and must be signed by a duly authorized representative of the Respondent.
 - Profile: Please provide a description of the lead Respondent's company and services offered. If the Respondent is a team, describe the relevant services provided by each company. The Profile should include for each member of the team: the legal name of the company and all contact information.

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- principal place of business and any local offices
 - number of years in business and services offered
 - representative clients with description of completed scope of work and work products
 - description of completed or in progress engagements similar to the one described in this RFP, and that demonstrate creative and innovative approaches to planning challenges and opportunities.
- c. Personnel and Statement of Qualifications: Please identify and describe the qualifications of the key personnel who will be responsible for providing services to the Town under contract. This should include, for each such person:
- description of specific credentials and experience
 - number of years of experience providing relevant services
 - description of experience providing services similar to those described in this RFP.
 - Resumes or CVs.
- d. Approach to Work and Work Plan: Please describe how the Respondent plans to approach and complete the work, and provide a schedule/timeline, for each task and deliverable outlined in the Scope of Services, i.e.
- Community Engagement (Committee meetings and community participation)
 - Data Collection/ Analysis and Site Assessment
 - Land Use Plan and Development Program
 - Development Strategy/ Implementation
- e. Work Sample: provide a representative sample of master or neighborhood planning work completed by the Respondent. NOTE: in the interest of conserving resources, this may be provided by link to Respondent's website. The Town reserves the right to request printed copies of the Work Sample as needed.
- g. References: Please provide at least 3 references, including clients to whom the Respondent has provided services similar to those identified in this RFP, including name, contact information, and type of engagement.
- h. Certifications: Please complete and sign the following Certifications attached as Appendix 1:
- Certificate of Non-Collusion
 - Certificate of Corporate Authority
 - Certificate of Tax Compliance

17. Contents of Non-Price Proposal – Price Proposal Form

18. Evaluation Criteria

- a. Minimum Criteria: Proposals must demonstrate/ satisfy all six of the Minimum Evaluation Criteria below. Proposals that fail to demonstrate/ satisfy these Criteria will not be further considered.
- The respondent must comply with all the proposal submission requirements.
 - The Respondent must be an established business (corporation, partnership, firm, or other form of organization) that normally furnishes the services described in this RFP as part of its principal operations, or a team comprised of the same.
 - The Respondent has successfully completed a participatory master or neighborhood planning engagement for a municipality or other public or private entity that is similar in nature to the project described herein.
 - The Respondent must demonstrate a diversity of capacity and expertise in all required disciplines (neighborhood planning, site design, architecture, affordable housing development, and community engagement).
 - The project principal/leader must have provided similar services to one or more municipalities or other entities and should demonstrate strong leadership skills, including productive working relationships with clients and firms with whom the principal/leader has previously partnered.
 - The Respondent must be able to start work on the project within thirty (30) days of award and must be able to work without interruption to complete the project within the time anticipated in this RFP or as reasonably extended.

b. Comparative Evaluation Criteria

Proposals that meet or exceed the Minimum Evaluation Criteria above will be evaluated and rated based on the following Comparative Evaluation Criteria.

Ratings of Highly Advantageous (HA); Advantageous (AD); or Not Advantageous (NA) will be given to each of the criteria below for each Proposal. A composite rating will then be determined. Proposals that are non-responsive, incomplete, and/or that fail to achieve an Acceptable rating in each category will not be scored and may be eliminated from further consideration.

The Town reserves the right to request additional supporting information from any Respondent in order to clarify their proposal.

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

- i. Overall Firm/ Team Experience

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Highly Advantageous	Firm or team has extensive experience in providing comparable, neighborhood-scale master planning services to municipalities or other entities (5 or more projects).
Advantageous	Firm or team has significant experience in providing comparable, neighborhood-scale master planning services to municipalities or other entities (3 to 4 projects).
Not Advantageous	Firm or team has experience in providing comparable, neighborhood-scale master planning services to municipalities or other entities (1 or 2 projects).

ii. Diversity of Expertise: Neighborhood Planning, Site Design, Architecture, Affordable Housing Development, Community Engagement

Highly Advantageous	Firm or team is comprised of professionals with substantial expertise and demonstrated track record in their disciplines, and at least some prior experience working together as a team.
Advantageous:	Firm or team includes a majority of members with substantial expertise and demonstrated track records in their disciplines
Not Advantageous	Firm or team includes members with reasonable expertise and track records in their disciplines.

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iii.

Highly Advantageous	The Respondent provides superior project management capacity.
Advantageous	The Respondent provides strong project management capacity.
Not Advantageous	The Respondent provides reasonable project management capacity.

iv. Creativity

Highly Advantageous	Respondent documents creative and innovative solutions to the same types of challenges and opportunities identified in the RFP's goals and objectives
Advantageous	Respondent documents creative and innovative approaches to challenges and opportunities that are similar to those identified in the RFP's goals and objectives.
Not Advantageous	Respondent documents creative and innovative approaches to planning challenges and opportunities.

19. Reference Documents

For convenience, a locus map is contained in Appendix 3. Assessor's database can be accessed here: [Wellfleet Assessor's Database](#)

Background reports and additional information on the Maurice's Campground site can be found here <https://www.wellfleet-ma.gov/maurices-planning-committee>

Price Proposal Form

Master Planning Services, Maurice's Campground, Town of Wellfleet

Name and Contact Information of Respondent

Contact Person's Name

Phone Number

Firm Name

Email Address

Street Address

City/Town

State Zip Code

Proposed Price

Provide the total fee for each Phase identified in the Scope of Services, payable in accordance with RFP and contract documents.

TASK	FEE
Community Engagement	\$
Data Collection/Analysis & Site Assessment	\$
Land Use Plan and Development Program	\$
Development Strategy/ Implementation Plan	\$
Total fee for Year 1	\$

Statements and Certifications

- By signing and submitting this form, the Respondent certifies the following:
- The proposed prices are a firm and a binding offer by the Respondent/Proposer to the Town.
- The proposed price is consistent with and contemplates the terms and conditions in the RFP, unless specific exceptions or conditions are noted and attached.
- The proposed price is valid for a period of at least 90 days from the due date of the Response.
- The signer is a duly authorized representative of the Respondent.

Signature

Date

Print Name

Print Title

Appendix 1

CERTIFICATIONS REQUIRED BY LAW

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

STATE CERTIFICATIONS

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below-named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Further, per Executive Order of 481, I shall not knowingly use undocumented workers in connection with the performance of all Town of Wellfleet contracts; that pursuant to federal requirements, I shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the I shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). I understand and agree that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting me to sanctions, including but not limited to withholding of payments, contract suspension or termination.

Pursuant to M.G.L. Ch. 268A, this statement is to certify that no municipal employee of the Town of Wellfleet, nor any spouse, parent, child, brother or sister of such municipal employee, has any financial interest in the bidder on this proposal.

NON-COLLUSION

The undersigned certifies under the 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

REGISTRATION WITH THE MASSACHUSETTS SECRETARY OF STATE

If the undersigned is a Foreign Corporation (located outside of Massachusetts), 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 and am registered and in good standing with the Massachusetts Secretary of State.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature Date

Print Name & Title of Signatory

Name of Contractor

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name) (Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this
(Officer)
corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
that _____ is the duly elected _____
of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

Appendix 2

AGREEMENT FOR _____

The following provisions shall constitute an Agreement between the Town of Wellfleet, acting by and through its Owner, hereinafter referred to as "Town," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 202__. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with _____, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 202__ through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$_____. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection

with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

Request for Proposals for Master Planning Services

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General

Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this

Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement 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.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF _____

By

by its Select Board

Printed Name and Title

Approved as to Availability of Funds:

_____ (\$ _____)
Town Accountant Contract Sum
530276/99999/0003

Request for Proposals for Master Planning Services

Appendix 3

