

TOWN OF DEDHAM



REQUEST FOR QUALIFICATIONS

On – Call Peer Review Consultant Services for Dedham Conservation Department.
Contract Number #23CON003

Addendum Date: Thursday October 20th, 2022

Original RFQ Release Date: Tuesday October 11th, 2022

RFQ Due Date: Monday October 31, 2022 @ 12:00 PM

Response to questions:

- 1) Will this contract exclude the consultant from work on behalf of the town or appearing as an applicant for work that requires conservation department approval?

Answer: This contract will not exclude the consultant(s) from doing business with the Town in other capacities. However, if the consultant(s) is applying for permits that are under the jurisdiction of the Conservation Department or Conservation Commission, the applicant(s) is not permitted to review their own application in their capacity as an on-call peer reviewer, if selected by the Town.

- 2) Will multiple firms be selected for this contract?

Answer: It is the intention of the Town to award this contract to the eligible, responsible and qualified bidder(s). The contract may be awarded to one or more consultants based on the needs of the Town.

- 3) Please confirm whether the initial contract will only last six months (until June 20, 2023, as stated on page 8) or one year (as stated on page 18)?

Answer: The initial term of the contract will be from the date of execution (once the contract is fully signed by Vendor, Town Counsel & Town Manager) until June 30th, 2023.

The contract is eligible for renewal for two years running from July 1, 2023 to June 30th, 2024 and July 1, 2024 to June 30th, 2025.

- 4) Does more than one person need to sign the letter of transmittal?

Answer: No, only one person may sign the letter. The person signing the letter must be an authorized signatory on behalf of their company.

Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Conservation Office

450 Washington Street
Dedham, MA 02026
FAX (781) 751-9159
Web site: www.dedham-ma.gov

23CON003

REQUEST FOR QUALIFICATIONS

On - Call Peer Review Consultant Services for Dedham Conservation Department.

RFQ # 23CON003

Tuesday October 11, 2022

Deadline for Questions:

Thursday October 20, 2022 at 12:00 PM

PROPOSALS DUE:

Monday October 31, 2022 at 12:00 PM

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

**Town of Dedham, MA
Procurement Department
Attn: Rana Mana-Doerfer
450 Washington St, Dedham, MA 02026
Phone: 781-751-9105
e-mail: rmanadoerfer@dedham-ma.gov**

**ADV: Newspaper - 10/07/2022
Goods & Services - 10/10/2022**

****Please note submissions via email are NOT accepted and will not be included in the proposal opening.**

RFQ # 23CON003 On-Call Peer Review Consultant Services for Dedham Conservation Department

RFQ # 23CON003
Town of Dedham, Massachusetts
Procurement Department on behalf of the Conservation Department

COVER SHEET

The Town of Dedham reserves the right to reject any or all Proposals, to and waive any informalities, or to accept the Proposal deemed in the best interest of the Town. One Original, five (5) copies, and one (1) digital copy of the proposal must be submitted On or before Monday October 31, 2022, at 12:00 PM

to:

Rana Mana-Doerfer, Director of Procurement
Procurement Department
Town Hall
450 Washington St
Dedham, MA 02026

The envelope containing the Bid and required information must be sealed and marked with Proposer's name, title of proposal, RFQ number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The Proposer acknowledges receipt of the following ADDENDA # _____

BUSINESS/INDIVIDUAL NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE _____

EMAIL _____

INDIVIDUAL/AUTHORIZED SIGNATURE _____

AUTHORIZED OFFICER NAME (print) _____

DATE _____

By signing above, the authorized officer is certifying that a complete examination of all bid/RFQ documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

RFQ # 23CON003 On-Call Peer Review Consultant Services for Dedham Conservation Department

All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Compliance Form. Failure to do so will result in the bid being deemed unresponsive and rejected.

If bidder/proposer is a partnership, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the partnership, in which case evidence of such authority shall be submitted.

If bidder/proposer is a corporation, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.

The Town of Dedham reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the Town.

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The Town of Dedham Procurement Department is issuing this Request for Qualifications to hire a qualified firm(s) to provide professional consulting services for many technical conservation applications, for the Town of Dedham.

The Town of Dedham, Massachusetts, is seeking to procure a qualified consultant or consultants to provide on-call peer review of wetlands and stormwater management applications. The Town is seeking consultants with demonstrated expertise and experience with conservation commission applications, permitting, knowledge of the Massachusetts Wetlands Protect Act (MGL Ch. 131, Section 40) and associated regulations (310 CMR 10.00), the Town of Dedham Wetlands Bylaw (Ch. 271) and associated Conservation Commission Rules and Regulations, the Town of Dedham Stormwater Management Bylaw (Ch. 246), and associated Stormwater Management Rules and Regulations, the Town of Dedham Drainage and Stormwater Management Design Standards, and the Massachusetts Stormwater Handbook. Services will be requested on an "as needed" basis for various wetlands and stormwater applications.

Any contract that results from this procurement shall begin in or around December 2022 and end on June 30, 2023. The Town, in its sole discretion, may elect to renew the contract(s) for an additional two years in one-year increments.

The Town intends to select multiple on-call consulting firms to establish a list of qualified consultants for specific project assignments based on the Consulting discipline needed for each assignment. Firms DO NOT NEED to be able to provide all services.

1.2 APPLICABLE LAW

This procurement is exempt from bidding pursuant to G.L. c.30B, sec.1(b)(32A). This RFQ is not governed by G.L. c.30B.

1.3 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Town Manager, or his designee.

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms, conditions, and addenda issued and as described in this Request for Qualifications shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the proposal opening. The time for award may be extended for up to 45 days by agreement between the Town and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

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

1.7 TAXATION

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 bid pricing.

Copies of the Town's tax-exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE REQUEST FOR QUALIFICATIONS

The Request for Qualifications shall be available beginning on Tuesday October 11, 2022.

The RFQ and related documents shall be available and may be obtained at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3rd floor for a \$50 non-refundable fee, or online at the Town's [Website](#) for FREE

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal. Proposals must be sealed and marked as noted.

2.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical Proposal submittal, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM AND/OR SIGNATURES FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' and "Signatures Form" attached.

PLAN OF SERVICES

The Plan of Services should include, but is not limited to:

- Background of the Firm(s)
- History, size and structure of the firm(s)
- Names of Principals of Firm(s)
- Listing of any actions taken by any regulatory agency or litigation involving the firm or its employees or agents with respect to any work performed.
- Qualifications
- Project Team
- References

- A more detailed list of submission requirements is listed later in this document.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office Procurement on or before, Monday October 31, 2022 at 12:00 PM.

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the Time Stamp Clock in the Office of Procurement will be the official determining time. Proposals submitted via email or facsimile will not be accepted.

2.2.2 ADDRESS

Sealed proposals shall be delivered to the Procurement Department, 450 Washington St, Dedham, MA 02026. Attn: Rana Mana-Doerfer

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the Town of Dedham:

8:30 AM – 4:30 PM Monday, Tuesday, Thursday.

8:30 AM to 7 PM Wednesday,

8:30 to 4:30PM on Friday.

2.2.4 COPIES

Proposers must submit one (1) original, five (5) copies, and one (1) digital copy of the proposal.

2.2.5 LABELING

Non-Price proposals must be sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) non-price proposal.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed (See attached "Signatures Form" and "Corporate Vote Form").

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Request for Proposal must be submitted in writing to: Rana Mana-Doerfer at rmanadoerfer@dedham-ma.gov by Thursday October 20, 2022 at 12:00 PM. Written responses will be e-mailed to all proposers on record as having obtained the Request for Qualifications.

2.4.2 CHANGES

If any changes are made to this Request for Qualifications, addenda will be issued. Addenda will be posted in the Office of Procurement, on the website and e-mailed to all proposers on record as having obtained the Request for Qualifications.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town of Dedham prior to the time and date set for bid opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the Request for Qualifications.

After the proposal opening a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled proposal opening, the Office of Procurement is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until the next normal business day and at the same scheduled time as the original deadline. Proposals will be accepted until that date and time.

PART 3. EVALUATION & SELECTION

3.1 MINIMUM REQUIREMENTS

See below for further information regarding minimum requirements and qualifications of the vendor.

3.2 SCOPE OF SERVICE

See below for further information on the Scope of Service.

3.3 COMPARATIVE CRITERIA

See below for further information relative to the comparative criteria which be utilized to rank the proposals.

3.4 RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer(s) offering the most advantageous proposal, taking into consideration all evaluation criteria described herein. The Town of Dedham shall negotiate the price with the most advantageous proposer(s). If a price cannot be agreed upon, the Town of Dedham reserves the right to not enter into a Contract with that particular vendor, and may proceed to negotiate with the next most advantageous proposer. The contract shall be awarded by the Town Manager.

3.5 SELECTION PROCESS

Following the deadline for receipt of proposals, the Director of Procurement will open the non-price proposals and prepare a register of proposals submitted. The non-price proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFQ. The evaluation committee reserves the right to request interviews with as many proposers they feel is necessary. The evaluation committee shall notify the Director of Procurement which proposal is deemed most advantageous and with whom they plan to enter into price negotiations.

PART 4. TERMS & CONDITIONS

4.1 TERM OF CONTRACT

The contract period for the initial term shall commence upon execution of agreement and terminate on or around June 30, 2023. The Town, in its sole discretion, reserves the right to extend the contract for an additional two years in one-year increments.

4.2 ASSIGNMENTS AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract, or otherwise transfer any interest in this contract without the prior written consent of the Town.

4.3 PAYMENT

The Town shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract or RFQ number.

4.4 INSURANCE REQUIREMENTS

Please see attached contract document.

4.5 INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless the Town, its 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 reasonable attorneys' fees) brought or recovered against them 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, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by 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 existence of insurance shall in no way limit the scope of this indemnification.

4.6 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

4.7 SAMPLE CONTRACT

See "Sample Contract" attached.

23CON003REQUEST FOR QUALIFICATIONSOn – Call Peer Review Consultant Services for Dedham Conservation Department.

RFQ # 23CON003

The Town of Dedham, Massachusetts, is seeking procure qualified consultant to provide on-call peer review of wetlands and stormwater management applications. The Town is seeking consultants with demonstrated expertise and experience with conservation commission applications, permitting, knowledge of Massachusetts Wetlands Protect Act (MGL Ch. 131 Section 40) and associated regulations (310 CMR 10.00), the Town of Dedham Wetlands Bylaw (Ch. 271) and associated Conservation Commission Rules and Regulations, the Town of Dedham Stormwater Management Bylaw (Ch. 246), and associated Stormwater Management Rules and Regulations, the Town of Dedham Drainage and Stormwater Management Design Standards, and the Massachusetts Stormwater Handbook. Services will be requested on an “as needed” basis for various wetlands and stormwater applications.

Introduction

This Request for Qualifications (RFQ) is intended to provide consultants with a common, uniform set of instructions to guide them through the development of their qualifications. The RFQ is in compliance with Chapter 30B of the Massachusetts General Law.

Terms used and conditions imposed in this RFQ are not intended to imply or denote a particular consultant nor are they to be construed as restrictive in any way.

In responding to this RFQ, consultants must follow the prescribed format, where specified, and use the included forms, where provided, or reasonable facsimiles thereof. By so doing, each consultant will be providing the Town with information comparable to that submitted by other consultants and thus be assured of fair and objective treatment in the Town’s review and evaluation process.

Scope of Services

The Town seeks to establish a short list of qualified consultants capable of providing ‘on-call’ professional peer review services on an “as needed” basis for various assignments, including but not limited to:

- Land survey services, including property and topographic surveys, as necessary to confirm existing conditions.
- Conduct field investigation(s) as necessary to make determinations of the accuracy of information provided within project filings. This includes - but is not limited to - wetland line delineation reviews, wetland/upland soils reviews, identification of presence/absence of wetland resource areas, habitat evaluation analyses, identification of presence/absence of state or nationally listed wildlife and plant species, drainage investigations, and site visits to collect general information as needed.
- Review of application materials submitted. This includes - but is not limited to - soil logs, floodplain determinations, stormwater calculations and modelling, best management practices and associated details, total suspended sediment calculations, phosphorus removal calculations.
- Assess compliance with the Massachusetts Wetlands Protection Act (MGL Ch. 131 Section 40) and associated regulations (310 CMR 10), the Town of Dedham Wetlands Bylaw (Ch. 271) and associated Conservation Commission Rules and Regulations, the Town of Dedham Stormwater Management Bylaw (Ch. 246), and associated Stormwater Management Rules and Regulations, and the Town of Dedham Drainage and Stormwater Management Design Standards.

Reviews may include site visits, initial and follow up comment letters, and presentations of findings to the commission.

The Town intends to select multiple on-call consulting firms to establish a list of qualified consultants for specific project assignments based on the Consulting discipline needed for each assignment. Firms DO NOT NEED to be able to provide all services.

Fee for each assignment will be individually determined and will not exceed \$10,000

Submission of Qualifications

Each Consultant must furnish all requested information in the formats specified by this RFQ. Promotional and/or advertising materials are not wanted and will not be considered as meeting any of the requirements of this RFQ.

Each submittal must include a letter of transmittal containing the signature of an authorized representative of the prime consultant and not more than two individuals authorized to negotiate and sign a contract with the Town on behalf of the prime consultant. The transmittal letter should not exceed two pages in length.

The Town of Dedham Request for Qualifications has been structured to comply with all applicable Massachusetts General Laws. All respondents to the RFQ must ensure that RFQ # 23CON003 On-Call Peer Review Consultant Services for Dedham Conservation Department

the submittal is received by the Procurement Department by the date and time specified herein or automatically be disqualified. One original, five copies, and one digital copy must be in a sealed envelope, marked with Company Name, RFQ Number, and the Time and Date of the RFQ Opening. All questions must be submitted in writing, via email, to the Town's Procurement Director, Rana Mana-Doerfer at rmanadoerfer@dedham-ma.gov. Verbal responses by Town staff or others are not valid. Submitters must submit all questions in writing by Thursday October 20, 2022 at 12:00 PM.

A response to all questions submitted in writing will be provided in the form of an RFQ Addendum to all bidders of record. In order to facilitate this process, questions and responses will be transmitted via email, and uploaded to the Town of Dedham's webpage <https://www.dedham-ma.gov/discover-dedham/bids-list>.

The evaluation committee will review all submittals and make a formal recommendation to the Town's Procurement Director. The Procurement Director will serve as the contract administrator on behalf of the Town, The contract shall be awarded by the Town Manager. The Town reserves the right to award multiple contracts via this RFQ. The formal recommendation will be made based on review and consideration of the submitter's qualifications, experience, references, assigned staff and capacity. Although interviews are not specifically being scheduled, the Town reserves the right to request interviews in order to clarify any items and or questions relating to a submittal. The Town also reserves the right to reject any or all proposals or waive any minor informalities if it is deemed to be in the best interest of the Town.

Certification of Non-Collusion and Tax Attestation Form

All proposers wishing to submit bids must sign the attached forms, which incorporate both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. The signed forms must be submitted with the bid package. Failure to sign and or not submit the form will invalidate the submitted bid.

The point of contact for this RFQ is Rana Mana-Doerfer, Procurement Director. Any written correspondence regarding this RFQ including submittal of this RFQ shall be submitted to:

*Procurement Office, Third Floor
Dedham Town Hall
450 Washington St,
Dedham, MA 02026
Rmanadoerfer@dedham-ma.gov*

Delivery will be at the consultant's expense. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the consultant.

Minimum Submission Requirements

1. Qualifications

A. Corporate Profile (including all sub-consultants)

B. Prior Project Experience

1. A list of similar relevant projects performed for communities in Massachusetts within the past five years, and any ongoing projects, listing client contacts that can speak knowledgeably about the consultant's abilities, experience, and skills. The list must include client name, address, name of contact person, position, and telephone numbers, with a brief description of the relevant work performed for each client and highlighting the elements of that project that are similar to this project. Each sub-consultant should provide at least three client contacts. (The submittal evaluation team, at its option, may request further references to clarify specific claimed experience.)
2. Documentation to support the Consultant's ability to provide the necessary services, including resumes and specific related experience and qualifications of the proposed technical team members.
3. Documentation to demonstrate knowledge and experience on similar projects requiring conformance with Massachusetts DEP policies, general

wetlands and/or Consulting practices, and all other federal, state and local regulations.

4. Documentation, where applicable, to support that the Consultant meets the minimum requirements as specified in the Minimum Evaluation Criteria.

C. Project Staffing

Each consultant must demonstrate expertise and available staff to be assigned to the project. It is expected that a Project Manager will be assigned as liaison with the Town and who shall attend various meetings with Town Boards and staff. The names and resumes of key personnel to be assigned to this project must be provided as follows:

1. The name(s) of the individual(s) who will:
 - a) Serve as the Project Manager and the technical team to be assigned, with specific information on individuals' roles in the project.
 - b) Be responsible for the delivery of any work product or report, including any presentations.

D. Statement of Qualifications

Provide information describing the consultant and sub-consultant firms as a team and for each of the individuals named in response to the previous item, their qualifications and work experience where on-call services comparable in size and scope to those in this request were performed in other Massachusetts communities in the past five years. In particular, the Town is interested in understanding if the personnel proposed for this project worked on any of the projects that are used as references.

2. Required Signature Pages, Tax Compliance Certification and Certificate of Non-Collusion (Attachment C), Corporate Vote (Attachment D) and Signature Page (Attachment E)

Questions / Pre-Submittal Conference

All questions pertaining to the RFQ must be sent in writing to Rana Mana-Doerfer, Procurement Director.

Dedham Town Hall 450 Washington St, Dedham, MA 02026.

Rmanadoerfer@dedham-ma.gov

Questions are due by Thursday October 20, 2022 at 12:00 PM

Clarification of Submittals

The consultant of any submittal may be required to discuss or clarify the submittal with the Town any time during the evaluation and selection process.

Evaluation of Qualifications Submittals

The Evaluation Criteria are contained in attachments to be submitted with the submittal:

- Minimum Criteria, which must be met by proposers in order to be considered responsive.
- Comparative Evaluation Criteria, which will be applied to responsive proposers who have met the Minimum Criteria.

An evaluation committee, consisting of up to six Town employees, and/or Conservation Commission Members, will first examine all submittals for acceptability and comparison to the Minimum Criteria. Any submittal determined to be non-responsive to any of the Minimum Criteria of this RFQ will be disqualified without further evaluation. The committee may determine that the non-responsiveness is not substantial and can be clarified, as provided in the above paragraph. In such cases, the committee may allow the proposer to make minor corrections.

Subsequently, the evaluation committee will examine all submittals that meet the minimum criteria in comparison to the comparative evaluation criteria. Each submittal will be ranked based on the comparative evaluation criteria

The evaluation committee may request interviews with the project leader identified by the consultant as part of the evaluation process or prior to awarding the contract. After opening and reviewing all submittals, and following any interviews, the evaluation committee will decide on the successful consultant for contracting with the Town. The evaluation committee reserves the right to require clarifications of any submittals.

Rejection of Submittal

The Town reserves the right to reject any and all submittals received in response to this RFQ. A consultant's submittal may be rejected if the consultant:

1. Fails to adhere to one or more of the provisions established in the RFQ;
2. Fails to submit its submittal at the time or in the format specified herein or to supply the minimum information requested herein;
3. Fails to meet the minimum criteria as specified in this RFQ;
4. Fails to submit its submittal to the required address on or before the specified submission deadline.
5. Misrepresents its services or provides demonstrably false information in its submittal, or fails to provide material information.
6. Fails to submit a signed non-collusion and tax attestation form with their submittal

Consultant Selection

Following the procedures previously described, the Town will make a decision regarding selection of the consultants with whom it wishes to enter into a contract. The supplier of these services will be selected based upon weighing the relative merits of submittals by competing consultants, taking into consideration the submittals' relative merits.

Submittals will be evaluated upon the basis of the Minimum Qualifications, the Evaluation Criteria for Selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The ranked submittals will be further reviewed and evaluated, including reference checks. This further review and evaluation may include interviews or the opportunity for the respondents to provide additional information to the Town.

The Town reserves the right to request further information from the three highest ranked applicants.

The Town reserves the right to select the number of firms it feels will perform the services in a manner that is in the best interests of the Town for specific projects. The Town of Dedham reserves the right to reject any or all Qualification submittals, to omit any item or items called for, or to accept the Qualifications deemed in the best interest of the Town.

Schedule of Events for RFQ

The Town intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for consultants to prepare definitive submittals and to permit the Town to fully consider various factors that may affect its decision. These dates will be observed. However, should conditions warrant changing any of them, proposing consultants will be notified.

<u>EVENT</u>	<u>DATE</u>
RFQ Available for Pick-up & Mail Request	Tuesday October 11, 2022
Deadline for Qualification Questions	Thursday October 20, 2022 by 12:00 PM
Deadline for Qualification Submittal	Monday October 31, 2022 by 12:00 PM
Winning Qualification(s) Selected	Within 4 to 6 weeks.
Contract Awarded by Town	Within 2 to 3 weeks of award notice

Uniform Submittals

To enable the Town to perform a fair comparative analysis and evaluation of qualifications, it is desired that a uniform format be employed in structuring each submittal. The required format is specified earlier under "Minimum Submission Requirements" in this RFQ.

Consultant's Examination of the RFQ

Consultants must examine all information and materials contained in and accompanying this RFQ. Failure to do so will be at the consultant's risk. This will include, but not be limited to, all relevant state and federal laws and regulations.

Responsibilities of the Consultant

The successful proposer will be considered as the "Consultant" and will be required to assume total responsibility for the completion and delivery services offered in this submittal.

The Town will consider the successful proposer to be the sole point of contact with regard to all contractual matters, including performance or service of sub-consultants, unless otherwise stated.

Prior to final selection, consultants may be required to submit any additional information, which the Town may deem necessary to determine the consultant's qualifications to respond to the RFQ.

Open Procurement

1. The consultant should include any latitudes, prohibitions or limitations placed on the provision of services presented in the consultant's submittal. If some services cannot be provided as specifically provided for in the RFQ, this should be stated. The objective is to clarify all procurement options.
2. The Town reserves the right to accept or reject any or all submittals in whole or in part.

Execution of Contract

1. Upon the acceptance of each selected consultant's submittal, the Town will incorporate into its Standard Contract (a copy is attached hereto as Attachment G), appropriate specifics for this procurement and submit the contract to the successful consultant for signing. In the event that the selected consultant fails,

neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from the Town, the Town may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

2. All proposers issued a Contract will be expected to adhere to the Town's insurance requirements with no exceptions.

No Assignment

Assignment by a successful consultant to any third party of any contract based on the RFQ or any monies due shall be absolutely prohibited and will not be recognized by the Town unless approved in advance by the Town in writing.

Confidentiality

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a consultant in response to this RFQ. Thus consultants who choose to submit confidential information do so at their own risk.

Length of Contract

The initial term of the contract shall be for one year. However, the Town of Dedham, at its sole option, may extend the contract for a maximum of two additional one-year terms.

Rights to Submitted Material

All submittals, response inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, displays, schedules, exhibits and other documentation submitted by consultants shall become the property of the Town when received.

Non-Discrimination in Employment and Affirmative Action

1. The consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The consultant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the consultant of such statutes, rules, or regulations is presented to the Massachusetts Commission Against

Discrimination (MCAD) the consultant agrees to cooperate with MCAD in the investigation and disposition of complaint or claim.

3. In the event of the consultant's non-compliance with the provisions of this section, the Town shall impose such sanctions, as it deems appropriate, including but not limited to the following:
 - A. Withholding of payments due the consultant until the consultant complies; and
 - B. termination or suspension of any contract or agreement pursuant to this RFQ.

Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. But the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ATTACHMENTS

- A. Minimum Criteria
- B. Comparative Evaluation Criteria
- C. Certificate of Non-Collusion – to be signed and submitted with proposal
- D. Tax Attestation Form – to be signed and submitted with proposal
- E. Corporate Vote Form – to be signed and submitted with proposal
- F. Signature Page – to be signed and submitted with proposal
- G. Sample Contract

ATTACHMENT A

MINIMUM CRITERIA

In order to provide the services required for stormwater review, consulting and regulatory services it is essential that the Consultant meet the following minimum criteria:

1. Project Supervisor must be a Massachusetts Registered Professional CONSULTANT (PE), or Professional Land Surveyor (PLS), OR Professional Wetland Scientist (PWS) licensed AND EXPERIENCED in the appropriate discipline.
2. Project Manager must be experienced in all aspects of the appropriate consulting discipline.

Justification of the above minimum requirements must be included in the Minimum Submission Requirements.

ATTACHMENT B**COMPARATIVE EVALUATION CRITERIA**

In order for a consultant's submittal to be considered under the Comparative Evaluation Criteria the Consultant must have met the Minimum Criteria.

The following ratings will be applied to the Comparative Evaluation Criteria: "HIGHLY ADVANTAGEOUS", "ADVANTAGEOUS", "NOT ADVANTAGEOUS", AND "UNACCEPTABLE".

1. The responses taken from the consultant's 5-year client list give a favorable response as to performance on previous projects.
 - "Highly Advantageous" if all of all clients taken from the consultant's client list give a favorable response as to performance.
 - "Advantageous" if most of all clients taken from the consultant's client list give a favorable response as to performance.
 - "Not Advantageous" if some of all clients taken from the consultant's client list give a favorable response as to performance.
 - "Unacceptable" if none of all clients taken from the consultant's client list give a favorable response as to performance.
2. Professional experience of individual staff members to be assigned under this contract:
 - "Highly Advantageous" if the individual staff members to be assigned under this contract have professional experience in the appropriate discipline and have at least 5 years experience in municipal projects
 - "Advantageous" if no more than one staff member to be assigned under this contract has less than 5 years professional experience in their discipline and
 - "Unacceptable" if more than one staff member to be assigned under this contract has less than 5 years professional experience in their discipline.
3. The consultant's direct experience in providing consulting services to Massachusetts municipalities of similar size, type and scope of work as those proposed herein.
 - "Highly Advantageous" if the consultant has had direct experience in more than five (5) other projects of similar size, type and scope.
 - "Advantageous" if the consultant has had direct experience in three (3) to five (5) other projects of similar size, type and scope.

- “Not Advantageous” if the consultant has had direct experience in less than three (3) other projects of similar size, type and scope.
 - “Unacceptable” if the consultant has had no direct experience in other projects of similar size, type and scope of work.
4. The consultant’s submittal identifies the qualifications of the staff and any sub-consultants who will work together as technical team on any or all disciplines proposed in the submittal. The submittal indicates the primary contact person and all members of the technical team including resumes and specific related experience who work to provide the services proposed.
- “Highly Advantageous” if all members of the technical team have more than ten years of relevant qualified work experience.
 - “Advantageous” if all members of the technical team have between five and ten years of relevant qualified work experience.
 - “Not Advantageous” if all members of the technical team have less than five years of relevant qualified work experience.
 - “Unacceptable” if any member of the technical team has no relevant qualified work experience.
5. Overall Quality of the RFQ Submittal
- “Highly Advantageous” The consultant met all submittal requirements and presented an outstanding quality submittal. The submittal clearly defines the roles and responsibilities of all of the consultant’s personnel as well as sub-consultants and the Town.
 - “Advantageous” The consultant met all submittal requirements, and presented a good quality submittal. The submittal basically defines the roles and responsibilities of all of the consultant’s personnel as well as sub-consultants and the Town.
 - “Not Advantageous” The consultant’s submittal met most submittal requirements and provided a fair quality submittal. The submittal was found to be general in nature and did not adequately address the roles and responsibilities of personnel and sub-consultants.
 - “Unacceptable” The consultant’s submittal was poor quality submittal and omitted certain requirements. The submittal was found to be deficient in a significant fashion.

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal)

(Name of Business)

ATTACHMENT D

CERTIFICATE OF TAX COMPLIANCE

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

_____, authorized signatory for

_____, do hereby certify under the pains and penalties
(Name of Contractor)

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.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

ATTACHMENT E

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:

ATTACHMENT F

RFQ # 23CON003 On-Call Peer Review Consultant Services for Dedham Conservation Department

SIGNATURES

(IF AN INDIVIDUAL)

Date _____, 20____

Signature of Bidder _____ (SEAL)
(Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

(IF A CO-PARTNERSHIP)

Date _____, 20____

Firm Name _____ (SEAL)

By _____ (SEAL)

Business Address _____

Names and Addresses _____

of all _____

Members of Firm _____

(IF A CORPORATION)

Date _____, 20____

Corporate Name _____

By _____

President or Authorized Agent*

Business Address _____

*Statement of authorization, duly signed by proper authority, to be attached hereto

RFQ # 23CON003 On-Call Peer Review Consultant Services for Dedham Conservation
Department

ATTACHMENT G**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

BETWEEN
 THE TOWN OF _____, MASSACHUSETTS
 AND

 FOR _____

THIS AGREEMENT made this ____ day of _____, 2022 between _____, a _____ [Massachusetts corporation, LLC, etc.] with a usual place of business at _____, hereinafter called the "CONSULTANT," and the Town of _____, MA, acting by its Town Manager with a usual place of business at _____ Town Hall, _____ hereinafter called the "TOWN".

The CONSULTANT and the TOWN, for the consideration hereinafter named, agree as follows:

1. **Scope of Work**

The CONSULTANT shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. **Contract Price**

The TOWN shall pay the Consultant for services rendered in the performance of this Agreement a sum to be agreed upon per permit application review, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the CONSULTANT shall not exceed \$10,000 per task without the prior written consent of the TOWN.

3. **Commencement and Completion of Work**

A. This Agreement shall commence on _____ and shall expire on _____, unless terminated sooner in accordance with this Agreement.

B. **Progress and Completion:** CONSULTANT shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONSULTANT shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the consulting/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The CONSULTANT shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONSULTANT. Consistent with the standard of care referenced above, the CONSULTANT shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The CONSULTANT shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The CONSULTANT shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONSULTANT from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONSULTANT and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The CONSULTANT shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or

approvals required or performed by persons other than the CONSULTANT.

(6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all comment letters, memorandums, emails other documents prepared by the CONSULTANT shall become the property of the TOWN upon payment in full therefor to the CONSULTANT.
- C. Compliance With Laws: In the performance of the Work, the CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed, Contractor's Investigation

The TOWN shall furnish to the CONSULTANT available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the CONSULTANT and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONSULTANT must satisfy himself as to the correctness of such information. If, in the opinion of the CONSULTANT, such information is inadequate, the CONSULTANT may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the CONSULTANT commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and CONSULTANT.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.

- B. If there is a material change in the scope of work, the TOWN and the CONSULTANT shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the CONSULTANT to perform additional services, the CONSULTANT shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the CONSULTANT shall not perform any additional services until such compensation has been so established.

8. Final Payment, Effect

The acceptance of final payment by the CONSULTANT shall constitute a waiver of all claims by the CONSULTANT arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The CONSULTANT shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONSULTANT or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The CONSULTANT shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONSULTANT's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONSULTANT or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The CONSULTANT shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the TOWN should coverage become unavailable.

- C. The CONSULTANT shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The CONSULTANT shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The CONSULTANT shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- General Liability insurance with limits of at least \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate, which includes Town of Dedham and affiliates as Additional Insured on a primary/non-contributory basis, as well as a Waiver of Subrogation in favor of Town of Dedham.
 - Auto Liability insurance limit of at least \$1,000,000 (Combined Single Limit), which includes Town of Dedham and affiliates as Additional Insured on a primary/non-contributory basis, as well as a Waiver of Subrogation in favor of Town of Dedham.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured,

shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

- G. Upon request of the CONSULTANT, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONSULTANT. In the event that the Agreement is terminated pursuant to this subparagraph, the CONSULTANT shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The CONSULTANT shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

_____:

TOWN OF _____:

By: _____

By: _____

Name: _____
Type or Print

Title: _____

DRAFT