

Town of Canton

Request for Proposal

***Designer Services for StreetScape
Improvements***

Washington Street, Canton, MA

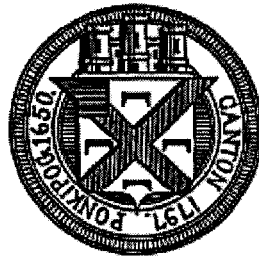


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SECTION I. INTRODUCTION AND BACKGROUND

The Town of Canton, Office of the Board of Selectmen, located at 801 Washington Street, Canton MA, 02021, herewith solicits Proposals for a revitalization design of improvements along Washington Street, Canton. This project includes but is not limited to the design of sidewalks, signage, storm drainage, street paving, shade trees and other beautification plantings, streetlights, traffic lights and other streetscape improvements.

This solicitation is being conducted in accordance with the fair and open bidding process established by the Town of Canton delegated Procurement Officer for this project. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective Proposers who received copies of the original request.

A. BACKGROUND

The project site is Washington Street specifically between the intersection of Sherman Street and Neponset Street. This is a length of approximately 3,200 linear feet. The street is a densely developed commercial district with a variable width averaging about 55 feet. This project includes the design of sidewalks, storm drainage, street paving, traffic control devices, crosswalks, and other streetscape improvements. A conceptual design has been developed by the Canton Planning Department. A PWED Grant has been awarded to the Town for a portion of this revitalization project.

The existing street contains the normally expected underground utilities, i.e. gas, water, sanitary sewer, storm sewer and some telephone cable. Electricity and cable television services are supplied from overhead lines. Utility undergrounding project has entered Phase II. On or about September of 2005 all utilities will be underground throughout the described project area. The present sidewalks are concrete and asphalt.

There are a variety street trees planted along the street on both sides. Traffic flow is two way moving. There are presently traffic signals at various intersections along the corridor including at Sherman Street, Bolivar Street, and Neponset Street. Limited off street parking is available and should be considered as part of any design including land acquisition and other viable planning methods to increase off street parking opportunities. On-street parking is provided along the street on both sides.

It is the intention of the proposed project to upgrade the existing storm drainage system if needed, repave the street, provide new sidewalk plantings, street furniture and lighting along with other new streetscape features. The project should consider relocating utilities underground, and upgrading signal lights. The storm drainage

system is to be improved by appropriate best management practices, including meeting NPDES requirements.

This district has architectural, historical and streetscape design requirements which will need to be incorporated into final design to ensure the integrity of these attributes are maintained and enhanced. There has been a concept plan for Washington Street “facelift” that has been developed by the Canton Planning Department. It is hoped that the concept of that plan can be followed in designing the actual improvements. The designer should be prepared to create a downtown area that will be inviting and pedestrian friendly. The design should create an environment that encourages people to get out of their cars and enjoy a leisurely stroll through the downtown business area.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key Dates for this

Proposal

RFP Issued

Pre-Proposal meeting & site visit 11:00
AM Canton Town Hall Salah Meeting
Room

Proposals Due

Award to Proposer

Preliminary Report due

Final Report due

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. The Town may cancel this RFP, in whole or in part, or may reject all Proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The Town may request that supplementary information be furnished to assure the Town that a Proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the

- necessary work.
3. Required forms are provided by the awarding authority in the Appendices attached. All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
 4. Questions or clarifications rising from these documents shall be submitted to the Town in writing. They must be submitted in accordance with Section II "Key Dates for This Proposal".
 5. Each Proposer shall acknowledge receipt of any and all Addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the Proposal as being unresponsive.
 6. The Proposer shall sign the Proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the Proposal will sign the document.
 7. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the Proposal will not be accepted. A Proposer who wishes to withdraw a Proposal must make a request in writing.
 8. Each Proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any Proposer from any obligation in respect to his/her Proposal.
 9. It is understood that the designer's Proposal to the Town to provide said services and products will remain valid for ninety (90) days past the submission deadline.
 10. The Proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over Proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
 11. It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the Proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
 12. All costs involved in preparing the Proposal will be borne by the vendor; the Town, will not be liable for any costs associated with the creation of the Proposal. The Proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
 13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the Proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
 14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any Proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.

15. Any Proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened Proposals will be returned to the Proposer.
16. The evaluation of the Non-Price Proposals will be conducted by a committee appointed by the Board of Selectmen. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
17. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" the name of the person or organization submitting a Proposal will be read and recorded. The contents of all Proposals will be opened privately and not be disclosed to the public or competing Proposers until the evaluation process is completed. A register of Proposals will be completed indicating the name of the Proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
18. Any contract resulting from this RFP shall be awarded to the Proposer whose Proposal is deemed to be the most Highly Advantageous to the Town. The Evaluation Committee will be the sole judge in determining whether a vendor's Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town and the Town per the attached contract document and Operating Agreement.
19. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful designer's Proposal as part of the system contract. IF THE DESIGNER'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. PRE-PROPOSAL CONFERENCE AND SITE VISIT

All potential Proposers are requested to attend a pre-Proposal meeting and site visit on 12/6/04 at 11:00 a.m. The conference will be held in the Salah Meeting Room Second Floor Memorial Hall in Canton MA. A listing of contractors attending will be kept.

Directions to the site can be found by calling the Board of Selectmen' Office at 781-821-5000 between the hours of 9:00 to 5:00 Monday through Friday, excluding holidays.

C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing or faxed to the Town IN ADVANCE OF SUBMISSION DEADLINE in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary, a written addendum will be incorporated into

the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

D. NOTIFICATION OF AWARD

All Proposers will be notified of the selection decision within forty-five (45) days of the date Proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond ninety (90) days unless the vendor agrees to extend the period of time in which the Proposal is valid.

E. OPERATING AGREEMENT

This Request for Proposal, as well as the selected designer's Proposal, and any addenda to that Proposal will become part of the final contract. An Operating Agreement/contract for services will be negotiated with the awarded designer and the Town, and will become part of the final contract.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required thereunder by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. In the event that the extension is not possible, the provider may be required to rebate the Municipality a portion of the fee.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

F. INSURANCE REQUIREMENTS

General - The Designer shall before commencing performance of the contract be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried should not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the provider shall indemnify, defend and hold harmless the Town of Canton, its elected or duly appointed offices, directors and employees, against

liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Canton at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Designer.

Designer's Comprehensive General Public Liability and Property Damage Liability Insurance

The Designer shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Designer's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Two Hundred fifty thousand dollars (\$250,000) for all damages arising out of injury to or destruction of property in any one accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury or destruction of property during the policy period.

Workers' Compensation Insurance

The designer shall carry Workers Compensation Insurance as required by the Massachusetts General Law c. 152 & 25C.

All Insurance coverage shall be placed with such company as may be acceptable to the Town of Canton and shall constitute a material part of the contract documents.

The Town of Canton must be named as an additional insured and as a certificate holder on each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the designer will provide copies of certificates of insurance to the Town.

G. MONITORING

On a regular basis, the Engineering Division's Staff will review the designer's

operations and inform the designer if there are any issues associated with the service provided by the designer. In light of serious infractions, illegal activities, or potential harm to the environment, the Town will have the authority to cease any and all contractor operations at any time.

H. INTERVIEW

At the discretion of the Town, an applicant preliminarily selected as a candidate for a contract may be required to visit with the Town prior to the award of the contract for an interview. This interview will be used to further enhance the selection process, at a mutually convenient time. Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded designer or any other candidate asked to be interviewed. The Town reserves the right to change the Interview period or to extend the dates during which interviews may be undertaken.

I. LICENSES AND PERMITS

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

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures. Professional registration of landscape architects and engineers is required on this project. The names of the designer's key consultants must be submitted along with their resumes. The individuals listed shall attend the interview. The design firm must have sufficient staff to undertake and complete the project in a timely manner. A preliminary schedule for project should be included in the submittal.

J. MISCELLANEOUS INFORMATION

All applicants will be evaluated based on experience in similar downtown revitalization projects, their quality of work in preparing drawings and specifications, to demonstrate an ability to work with public and private interests during the design and construction phases of the project, and address the difficulties facing any community when revitalizing its Main Street which serves as an economic center for the community. A design and construction project that minimizes disruptions and maintains a tight construction schedule shall be required. The involvement of the public in the planning process is essential to the projects success. The designer must be

prepared to solicit and incorporate public input at logical milestones throughout the design process, especially prior to the final design phase. Qualities such as creativity and practicality in designing this project shall be considered as a positive attribute when evaluating applicants.

The Proposer is expected to provide all of their own equipment and bear the cost associated with the acquisition and maintenance of their own equipment. The transport and on-site storage of any equipment will be the responsibility of the Proposer. The Town of Canton will not be liable for any damage to the equipment due to vandalism, theft, acts of God, or otherwise. The location and duration of the equipment storage will be at the discretion of the Town. All equipment shall be removed promptly at the end of the project.

All information acquired by the Designer from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the contractor for delivery to the Town shall be and remain the property of the Town.

The Designer agrees that they will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

K. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit Proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's Proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692.

A.

The Town of Canton will require contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

**EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION PROGRAM**

During the performance of this contract, the Contractor and all of (his) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The contractor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

MINIMUM REQUIREMENTS

The evaluation committee shall reject Proposals which do not meet the following certain minimum requirements:

1. The Proposal must be from an established business, corporation, partnership or firm who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
2. All Proposals shall be submitted to the Board of Selectmen's Office as stated in "Legal Advertisement"- Appendix E. Each Proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the Proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
3. The Proposal must be received before the deadline for receipt of Proposals, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
4. The Proposer must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the Proposal package.
5. The Proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
6. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the Proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. STAFFING REQUIREMENTS

1. The Proposer must set forth the staffing to be utilized for this service.
2. Each individual, their duties, the number of days each will spend providing this service must be broken down into the following categories:

Name
Work
Assignment
Responsibilities

3. Contractors must be prepared to contractually commit all individuals as submitted in their Proposal, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement, which may result from this Request for Proposals.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change will in the designers staffing as outlined in the Proposal will be subject to the approval of the Town. The Town's assigned Project Manager shall notify the designer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

C. TECHNICAL SCOPE OF SERVICES

Requirements of the Designer

The successful design firm shall provide a design for the revitalization of Washington Street Canton including new storm drainage, road surface, sidewalk, traffic controls devices, beautification including shade trees, and other streetscape improvements as outlined herein after, and in such form that the completion of bidding documents can be prepared at the earliest possible date, after the award of the designers contract. Based on the existing conceptual plan and input from interested parties, the design firm shall prepare a preliminary design plan, participate in public meetings to review preliminary plans, prepare draft final plans incorporating public input where feasible, provide estimated costs of implementing final design, provide construction schedule reflecting need to minimize disruption to Washington Street, Canton, and prepare final design and bid documents for the public bidding and construction administration of this construction project. The Proposals will be accepted until 12:00 p.m. on 12/15/04. They shall be delivered to the Board of Selectmen's Office at the address given above.

The successful design firm shall provide support services to the Town during the bidding and contract administration phase of the work.

The following criteria will be used, in the evaluation of the design firm to be selected:

1. Sensitivity to needs associated with revitalization of the main street - Washington Street Design creativity
2. Design practicality
3. Imagination of revitalization
4. Experience with downtown revitalization projects
5. Experience with municipal projects in Massachusetts involving a PWED Grant
6. Knowledge of construction means methods
7. Knowledge of construction costs
8. Staff talent and availability
9. Ability to communicate with public and private interest groups during the design and construction phases of the project
10. Cost effectiveness of design

F. FINANCIAL SCOPE OF SERVICES

IMPORTANT NOTICE TO PROPOSERS

THE FOLLOWING AREAS MUST BE ADRESSED WITHIN THE PRICE PROPOSAL COMPONENT OF THIS RFP. ANY NON-PRICE PORTION OF THE RESPONSE THAT CONTAINS INFORMATION CONCERNING THE ACTUAL FIGURES INVOLVING COMPENSATION TO THE VENDOR OR MONEY TO BE REMANDED TO THE TOWN WILL BE DISQUALIFIED.

Finally, the consultant shall provide five (5) bound copies and one (1) unbound copy of a final report that includes all items contained in the scope of services. An executive summary shall also be provided.

1. Timeline

The design shall be completed within five (5) months from the award date of the contract. See Section II, Key Dates.

2. Meetings

The Designer will be required to attend public meetings convened by the Town of Canton and open to the general public. The meetings will be informational in nature.

D. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your business offers that is unique from other businesses in this field.
2. Provide at least three (3) references with contact phone numbers from other municipalities whereby similar work has been done.
3. List the anticipated amount of support services and/or documents the Engineering Division office would be required to provide.

E. MISCELLANEOUS REQUIREMENTS

Public Relations The Town and the Designer shall cooperate in maintaining good public relations throughout the period of this project. The Designer may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Town Project Manager, should the need arise. The business principle or a representative of the firm given the contract may be required to meet privately or publicly with the Board of Selectmen to address any concerns or to provide timely updates.

Total cost for all aspects of study and required Report

Proposer shall specify a total cost for all aspects affecting the study and the creation of the report. The Price Proposal worksheet provided in Appendix C must be filled out and submitted. Specific additional information concerning the costs associated with operations, expenses the Proposer will bear, and any reference to compensation may be included in the Proposal, but must be included in the price Proposal section only.

SECTION V. PROPOSAL EVALUATION

The evaluation process will include each Proposal being reviewed by an evaluation committee appointed by the Board of Selectmen. Those Proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each Proposal. Each of the seven criterion contain ratings of

Unacceptable
Not Advantageous
Advantageous
Highly Advantageous

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

The Town reserves the right to award the contract to the responsive and responsible Proposal which best meets the Town's needs, taking into account Proposal quality and Proposal price. If the lowest priced Proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the delegated Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different Proposal.

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the Proposal.

- I. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV - A.

Comparative Evaluation Criteria

2. Experience in providing designer services for a downtown revitalization/streetscape project. (Documentation is required. Information should include phone numbers and contacts)
Unacceptable - No experience.
Not Advantageous - The provision of similar designs to less than five (5) examples. **Advantageous** - The provision of similar designs to more than five (5) examples but less than ten (10).
Highly Advantageous - The provision of similar designs to more than ten (10) examples.
3. Experience with municipal projects in Massachusetts. (Documentation is required. Information should include phone numbers and contacts)
Not Advantageous - No experience.
Advantageous - The provision of similar municipal experience demonstrated.
Highly Advantageous - The provision of similar municipal experience involving a Public Works Economic Development (PWED) Grant.
4. Response to Technical Scope of Services (Section IV - C):
Unacceptable - Proposal did not adequately explain all aspects of methodology.
Not Advantageous - Proposal is vague; Evaluation Committee is unable to determine if it is consistent with expressed needs or project intent.
Advantageous - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.
Highly Advantageous - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.
5. Response to Additional Narrative Information and Miscellaneous requirements (Section IV - D and IV - E)
Unacceptable - Proposal did not adequately explain all aspects of methodology.
Not Advantageous - Proposal is vague; Evaluation Committee is unable to determine if it is consistent with expressed needs or project intent.
Advantageous - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

Highly Advantageous - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

6. General impression of Proposal

Unacceptable - The Proposal was not responsive to the written questions in an acceptable manner.

Not Advantageous - Response does not compel reviewer to believe the Proposal reflects that provider is able to perform in a manner acceptable to the Town. **Advantageous** - Response is informative, meets criteria for responsiveness. Reviewer feels Proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by Proposals expression of ability. **Highly Advantageous** - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the provider's ability to provide and administer the plan as required by the Town.

Work References

(Proposers will be evaluated based upon the answers to the questions posed to references as outlined below).

Reference Check List of Questions:

1. Did this designer provide the specified services for you or for the community? When? Do you currently use the designer for that service? Did the designer perform the work requested in accordance with the terms of the Proposal and the written contract? If not, where were there deviations?
2. How would you describe the working relationship between the Designer and Town officials and/or lead members of the contracting body?
3. Did the designer adhere to the rules and regulations associated with your business relationship?
4. Overall, on a scale of one to ten, how would you rate the designer's performance?
5. Would you retain this designer's services on future projects?

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Two separate sealed envelopes, one containing an original and five (5) copies of the non-price technical Proposal marked "**Revitalization of Washington Street Canton, MA**" and one containing an original and one copy of the price Proposal marked "**Revitalization of Washington Street Canton, MA, Price Proposal**" must be received per the time frame outlined in the legal advertisement- (appendix E). It is

the sole responsibility of the Proposer to insure that the Proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal

1. Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
2. Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted one (1) copy in a separate envelope. This information will only be used if financial information provided in Proposal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing. The last day to submit written requests is one week prior to Proposal submission deadline contained herein. After that day no requests or questions will be accepted. Please contact the Town of Canton for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Roger Nicholas.
Project Manager, Planning
Department
801 Washington Street
Canton, MA 02021
Phone. (781) 821-5000
Fax: (781) 821-2935
Business Hours: 9:00 a.m. - 5:00 p.m. Monday through Friday

Appendix A

TOWN OF CANTON

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.

FIRM _____	SIGNATURE _____
ADDRESS _____	NAME (print) _____
	TITLE _____
TELEPHONE _____	DATE _____

Appendix B

TOWN OF CANTON

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

BY:

*Signature of Individual or Corporate Name
Corporate Name is Mandatory

Corporate Officer
Mandatory, If Applicable

Social Security Number or Federal Identification Number

* Approval of a Contract or other Agreement will not be granted unless this certification clause is signed by the Applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A

Appendix C

Price Proposal - Revitalization of DOWNTOWN – Canton

The total cost associated with the preparation of a design as outlined in the methodology section of the designer's submitted Proposal and the creation of the report as required in the request for Proposal.

\$ _____

You may submit additional items that could be done with the associated costs for these items, but the core of the request as submitted must be clearly stated.

The Town will not pay for any additional work on this project without the prior written approval issued by the Town of Canton.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

**AGREEMENT BETWEEN
THE TOWN OF CANTON, MASSACHUSETTS
AND**

**FOR
DESIGNER SERVICES FOR STREETScape IMPROVEMENTS**

THIS AGREEMENT made effective _____, 2005 by and between the **TOWN OF CANTON, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Manager, with offices at 801 Washington Street, Canton, Massachusetts 02021 (hereinafter called the "TOWN"), and _____ whose principal office address and state of organization are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement

without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing. The TOWN hereby appoints _____ as its designated representative with respect to this Agreement and the CONTRACTOR acknowledges and agrees that only such designee has the authority to speak or act for the TOWN in connection with this Agreement.

- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services (either directly or through subcontractors) in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the TOWN a perpetual, royalty-free exclusive license in such items. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, or acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible

without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee. The TOWN will pay the undisputed portion of an invoice within 60 days of approval.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
 - (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (plus all costs reasonably incurred by the Contractor in winding up the project and less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN, but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits law.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations and coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$2 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
 - (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to commercial general liability and auto liability insurance and such other insurance from which it may be appropriate and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon

the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits attached hereto or referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

[Signatures on following page.]

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

TOWN OF CANTON, MASSACHUSETTS
By and through its Town Administrator

[Contractor]

By: _____

Approved As To Funds Available:

By: _____

This form has been pre-approved by Town Counsel

EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Organization:**
3. **Principal Office Address:**
4. **Description of Services (§2.1) (refer to bid documents, if appropriate):**

To provide design, engineering bidding and project management services in connection with the reconstruction of that section of Washington Street, Canton, MA between Sherman Street and Neponsit Street, including upgrading of existing storm drainage system (if necessary), repaving of Washington Street, design and erection of sidewalk plantings, street furniture, lighting and other streetscape features, as more particularly described in Attachment No. ____

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6. **Term of Agreement (§3.1):** Through the completion of work
7. **Completion Date (§3.2):** Within 120 working days after commencement.
8. **Additional Insurance Coverage (§6.2(e)):**

EXHIBIT B

PAYMENTS

(complete for appropriate method of payment)

1. Lump Sum Method

a. **Maximum Project Amount:** _____

b. **Payment Increments:** upon completion of performance milestones, as follows:

Task #1 Prepare Contract Documents	\$ _____
Task #2 Prepare Technical Specifications and Construction Contract	\$ _____
Task #3 Coordinate Location of Test Pits	\$ _____
Task #4 Prepare Construction Cost Estimates	\$ _____
Task #5 Provide Services during Contract Bidding	\$ _____
Task #6 Project Management	\$ _____

c. **Reimbursable Expenses (if any):**

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: _____

Date: _____

Federal EIN 04-

DWLIB 170852v1
7604/00