

**TOWN OF WELLESLEY, MA
BOARD OF SELECTMEN & PLANNING BOARD
REQUEST FOR PROPOSALS
UNIFIED PLAN**

Date Issued: June 8, 2016

Addendum/Revisions Issued: June 17, 2016; please refer to Consultant Qualifications, page 11

Due Date for Responses: Friday, July 22, 2016; responses will be accepted no later than NOON, at Wellesley Selectmen's Office, 525 Washington Street, Wellesley, MA 02482: Unified Plan Proposal

LATE PROPOSALS WILL NOT BE ACCEPTED.

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1. Request for Proposals & Introductory Instructions

The Town of Wellesley (the “Town”), acting by and through its Board of Selectmen and Planning Board (the “Boards”), is issuing this Request for Proposals (“RFP”) to invite proposals from any qualified consultant company, firm, partnership, group or organization to prepare the Town’s first long-range Strategic and Master Planning document (the “Unified Plan” or “UP”) that will encompass the required elements of a Master Plan under MGL C. 41 § 81D (the “Comprehensive Plan”) and a Town-wide Strategic Plan (the “Strategic Plan”).

The preparation of the RFP response shall be at the expense of the respondent. It is the sole responsibility of the respondent to fully examine this RFP’s attachments and referenced documents. Questions shall be addressed in writing to the Boards, c/o Meghan Jop, Deputy Director, 525 Washington Street, Wellesley, Massachusetts 02482 by July 6, 2016 or emailed to UP@wellesleyma.gov. Answers to timely submitted questions will be in writing and the questions and answers will be shared with all those on record as having received a copy of the RFP.

Each respondent must submit one proposal package clearly marked “Town of Wellesley, Unified Plan Proposal” on the outside of the envelope. Each envelope shall contain two sealed envelopes, one marked “Town of Wellesley, Unified Plan Proposal– Technical Proposal” and the other marked “Town of Wellesley, Unified Plan – Price Proposal”. Respondents shall provide one (1) original, fifteen (15) paper copies and one (1) electronic copy of the Price Proposal and one (1) original, fifteen (15) paper copies, and one (1) electronic copy of the Technical Proposal. All proposals shall be delivered to:

Wellesley Board of Selectmen
525 Washington Street
Wellesley, MA 02482

All proposals must be submitted by NOON on July 22, 2016 (the “Proposal Due Date”) when they become the property of the Town and are subject to applicable Public Record Laws. **Late proposals will not be accepted.** Postmarks will not be considered. It is the responsibility of the respondent to ensure timely delivery of proposals.

After the Proposal Due Date, a respondent may not change any provision of its proposal, which in the sole opinion of the Town, may be prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the respondent will be allowed to correct them.

The Town reserves the absolute right to reject any and all proposals or to cancel the RFP as is determined to be in the best interest of the Town.

2. Objective

The objective of this RFP is to select a qualified consultant to develop a Unified Plan for the Town of Wellesley.

3. Background

In 2014 the Town established a Town Government Study Committee to review the structure of our Town government. The Committee made several recommendations, including the development of a Strategic Plan to identify and unify the Town-wide vision and priorities. The Board of Selectmen and Town Meeting strongly supported the recommendation for a Strategic Plan. As the concept for a Strategic Plan was being vetted, the Planning Board began the process of initiating an update to the 2007-2017 Comprehensive Plan. Recognizing the interrelatedness between the purpose and elements of the Comprehensive Plan and those of a Strategic Plan, along with the process of vision-setting, data collection, public input, and development of goals, objectives, and action steps, the Town determined that a consistent, unified visionary plan that would serve as the Town's principal planning document, should be established. The UP is intended to articulate the core values of the community, establish a vision for the future and set Town-wide priorities and goals, and implementation strategies needed to advance them.

The Town of Wellesley has a decentralized form of government which empowers boards, commissions, and many committees ("Public Bodies") to hire staff and prepare budgets and work plans independently. Some departments and Public Bodies, such as the School Committee/Department, have their own strategic plans, which generally have been developed independently. Existing board or departmental objectives must be considered within, and integrated into, a Town-wide context when considering Town resources and establishing budget priorities. The UP will become the umbrella framework under which all Public Bodies will operate and establish work plans and budget priorities moving forward.

Community Profile

The Town of Wellesley was incorporated in 1881 and is located in Norfolk County. It is approximately 15 miles west of Boston and is bordered by Natick to the west, Weston to the north, Newton to the east, and Needham and Dover to the south. It is approximately 10.51 square miles in area and, according to the 2010 U.S. Census records, has a population of 27,982 persons.

The main highways serving the Town are State Routes 9, 16, 135, 128 (I-95), and the Massachusetts Turnpike (I-90). The Town is served by the Massachusetts Bay Transportation Authority (MBTA) Commuter Rail - Framingham/Worcester

Line with three stops in Wellesley: Wellesley Square, Wellesley Hills and Wellesley Farms. The Metrowest Regional Transit Authority (MWRTA) operates the Route 1 and Route 8 bus services through Wellesley.

Wellesley is a thriving, mature suburban community which prides itself on a culture of volunteerism and active citizen participation. The administration of the general government is the responsibility of a five-member Board of Selectmen with the assistance of an Executive Director. The current Executive Director will be retiring in November 2016 and a search for his replacement is underway. There are two Deputy Directors and two additional staff members in the Selectmen's Office in Town Hall. The Town recently rejected a referendum that would have created a Town Manager form of government and centralized some government functions, including budget preparation and human resources decisions.

Wellesley has a Representative Town Meeting form of government. The legislative body consists of two hundred forty (240) members elected by eight (8) precincts. The Planning Board, the Board of Selectmen's partner in this endeavor, is comprised of five (5) elected members who are responsible for making careful studies of the resources, possibilities, and needs of the Town and preparing therefrom a Comprehensive Plan. The Planning Board has a Planning Director and two additional planners on staff. Local school affairs are administered by a five-member School Committee; public works are administered by a three-member Board of Public Works; the Municipal Light Plant is administered by a five-member Municipal Light Board that is comprised of the three (3) members of the Board of Public Works and two (2) members appointed by the Board of Selectmen; and library affairs are administered by a six-member Board of Library Trustees. The Town elects five (5) other boards including the Board of Assessors, Board of Health, Natural Resources Commission, Recreation Commission, and Housing Authority. The Town also has nineteen (19) appointed committees.

General governmental services provided within the Town's boundaries include public education (K-12), police and fire protection, water, sewer, and electrical utilities, public works and street maintenance, parks and recreation, veterans' services, health and sanitation, and libraries. Water and sewer enterprise funds are self-supporting. The Town maintains a solid waste recycling and disposal facility. The Town also owns and operates a self-supporting municipal light plant. The Municipal Light Board carries out the responsibilities of the Municipal Electric Commissioners under Massachusetts General Laws, Chapter 164.

The Town has been making strides in improving its carbon footprint and emphasizes the value of sustainable practices. Wellesley was named as first town in Massachusetts to be an EPA Green Power Community, has received the

Tree City Award for 30 consecutive years, and has committed to all new Town buildings being LEED certifiable.

The Town reflects a stronger economic condition than many other communities, both within the Commonwealth and nationally. Massachusetts' unemployment continues to be less than the national average, and Wellesley's rate is approximately 75% of the state's rate. According to Department of Revenue statistics, Wellesley's unemployment rate was 3.6% during the past year.

Because of its proximity to Boston and the quality of services provided, Wellesley is attractive to urban professionals whose wealth levels are among the highest in the Commonwealth. While the average per capita income in Massachusetts is higher than national levels, Wellesley's (\$164,153) is among the top five (5) in the Commonwealth and more than three times the national average. The relative wealth is also seen in the owner-occupied median housing value, which, at \$960,000, is more than twice that of the state and four times that of the nation. The Town is relatively densely populated and land is increasingly valuable. Tear-downs and residential improvements continue to contribute to increased permit fee revenue and taxable new growth. Although the Town is 87% residential, commercial activity is diversified and the presence of Wellesley College, Babson College, and Massachusetts Bay Community College contribute to a lower unemployment rate and greater economic stability.

The Town manages its financial affairs in a prudent and conservative manner. It has maintained its "excellent" bond rating (Moody's Aaa) by utilizing long-range planning tools such as a Town-wide Financial Plan; maintaining reserve levels despite tight budgets; investing in technology to ensure efficient operations; maintaining its facilities to avoid costly emergency repairs; and continuing an aggressive pay-as-you-go financing strategy for capital improvements. Wellesley has historically placed a high value on education and high-quality services as demonstrated by the number and frequency of voter-approved operating overrides and debt exclusions. The Town is also contributing wisely to its pension and other post-employment benefit obligations, expecting to achieve full funding of both within 15 years.

The Town has enhanced its revenue flexibility by establishing enterprise funds, allowing the Town to shift one hundred percent of the operating costs and capital improvements to the users of electric, water, and sewer services so that no tax support goes towards providing these services. All related debt is funded through user fees. The Town is therefore able to provide the maximum tax dollars available to other services.

4. Conceptual Overview & Required Elements

The UP is to be an integrated plan that considers all aspects of public services and operations as well as public and private land use. The UP is to include a

clear vision and mission as well as defined goals, objectives, and priorities that are realistic, achievable, and measurable. The Town understands that there are a variety of perspectives, models, and approaches that can be used to develop a broad planning document. The selected consultant, therefore, should be able to discern and explain which model or model(s) would be best suited to meet the needs of the Town, enabling the municipality to achieve its organizational and programmatic goals. The UP should build upon or complement and reference other Town studies and plans that have been conducted. Previous Town Comprehensive Plans, department and board strategic plans, and other relevant materials will be provided to the consultant as background information.

The UP should include:

- ✓ A vision for the future of Wellesley that articulates the Town's core values;
- ✓ A summary of critical issues facing the Town in its effort to meet the goals set forth in the plan, as well as available resources that can be utilized;
- ✓ Methods (including strategy and specific actions, with first steps) to accomplish goals in each of the areas of the Town:
 - A basis for decisions regarding the Town's long-term physical development and actualization of public and private priorities;
 - A basis for decisions regarding the prioritization and provision of services, both infrastructure and human-related, within the Town; and
 - A basis for long-term financial decisions and accountability for such decisions.
- ✓ Actions to enhance the success of long-term strategies:
 - Assist in forecasting long-term investments in, and resource allocation for, infrastructure and services; and
 - Metrics and benchmarks to assist in evaluating the work of all Town departments, programs, and services.

In addition to the above, the UP will include the elements set forth in the UP Prospectus attached as Appendix A.

5. Required Procedures

The following procedures will be included in the development of the UP:

- 1) A brand will be created for the Unified Plan, establishing that it is a separate, distinct, and all-encompassing document for the Town;

- 2) A Steering Committee will be appointed jointly by the Board of Selectmen and Planning Board to act as the steward in the development, finalization and endorsement of the UP and direct the work of the Consultant.
 - a. The Steering Committee will include 40-45 members which shall include representatives from each Public Body (27) with additional members representing residential, commercial, educational, institutional, and community interests. The Steering Committee will strive to have representation of multiple interests and specialized skills to round out the Public Body representation of particular constituents.
- 3) The public shall be integrally engaged in all aspects of the development of the UP; and
- 4) Upon completion, the Public Bodies must endorse the UP and the Board of Selectmen and Planning Board must approve it.

6. Scope of Services

- 1) Create a “living document”, including those elements of the UP Prospectus (Appendix A), which is intended to undergo periodic review and adjustment to reflect progress towards achievement of goals and/or modifications of goals. The UP should provide a vision for the 10-year horizon and a work plan for the next five (5) years. It is expected that the consultant will assist the Town in:
 - a. Deciding what it wants to be in the future, including articulation of what makes Wellesley unique and special, and how the Town can position itself to be prepared for the future while still retaining those qualities;
 - b. Organizing and prioritizing Town initiatives and resources to achieve specific goals within a specific period of time (e.g., 5-year timeframe in the short term, and 10-year timeframe in the long term) with specific performance measures;
 - c. Developing a process that allows general alignment and focus of the Town’s Public Bodies, staff, colleges, citizens, business interests, community groups, and other stakeholders to foster a sense of cohesion as to the Town’s strategic direction;
 - d. Translating the conceptual goals of the visioning process into realistic, achievable targets;

- e. Engaging and increasing investment of active/passive residents, business & property owners, Town officials/ administration and staff, and others in the future potential of the Town;
 - f. Fostering discussion and new ideas about the built environment, economic development, housing, environmental and fiscal sustainability, sense of place, and the Town's overall identity; and
 - g. Charting an effective, realistic and innovative course of action for the Town's future.
- 2) Through this planning process, assist the Town in the achievement of the following objectives:
- a. Evaluate the relative quality of all services provided by the Town;
 - b. Understand our service levels and the relationships they have to the Town's priorities, finances, taxpayers, and customers;
 - c. Provide a higher degree of understanding among decision makers as they engage in a process to review services, facilities, and governance based on priorities; and
 - d. Articulate the value we place on our services, investment in our priorities, and rationale for discontinuing or postponing work on lower-priority services.
- 3) Work closely with the Steering Committee and assigned staff to develop a structure for and schedule of public participation visioning activities such as but not limited to, surveys, social media, interviews, public hearings and/or charrettes to solicit Town stakeholder input and gather information. The Consultant will be expected to work individually and collectively with all members of the Steering Committee to ensure a balanced level of input and participation.

7. Budget

The consultant shall submit an estimated cost summary, **not to exceed one hundred fifty thousand dollars (\$150,000)** to provide the services required to fully complete the UP. The funding includes sixty thousand dollars (\$60,000) of Community Preservation Funds which must be used for activities associated with Open Space, Historic Preservation, Community Housing, and Outdoor Recreation. The Consultant should be prepared to report costs directly associated with these activities.

8. Deliverables

The Consultant will be responsible for providing expert advice throughout the project. The Consultant shall, at a minimum, provide the following deliverables, and is encouraged to be innovative and consider sustainability in the preparation and delivery of drafts and the final UP:

- 1) A work/action plan to achieve the mandate of the RFP;
- 2) Project Schedule - including suggested regular meetings dates and status reports to keep the project on task and keep identified stakeholders apprised of the process;
- 3) Orientation / training of the Steering Committee and participants to the process and components of strategic planning, referencing the other Plans and studies to provide a solid framework for the UP;
- 4) Community input - including gathering of stakeholder information and input as well as using appropriate methods of communication and engagement;
- 5) Needs assessment– reviewing existing plans and documents pertinent to the UP, identifying trends and patterns that are applicable, analyzing strengths, weaknesses, opportunities and threats;
- 6) Organization and facilitation of public meetings to disseminate and gather information relevant to the process;
- 7) Process and Meeting Facilitation - assisting discussion and decision-making and ensuring that conversations are positive, forward-looking and action-oriented to move the participants towards creating a shared future;
- 8) Coordination and preparation of minutes of all meetings, including community/employee consultation sessions and distribution to the Steering Committee and meetings with Public Bodies and Staff; and
- 9) Plan documentation, including development of an Implementation Plan and Final report for the project, including Executive Summary.

All tables and graphs used in the final version shall also be provided in Microsoft Excel compatible format; all images shall also be provided in JPEG compatible format; all GIS or CAD data created by the Consultant and used in maps in the final version shall also be provided. All materials and raw data will become the property of the Town of Wellesley.

9. Consultant Qualifications

The successful firm or team (individually and collectively the “Consultant”) will satisfy the following qualifications and the proposal must address specifically each of the following criteria:

- 1) At a minimum, the Consultant must have at least five (5) years of experience in strategic planning, comprehensive plan development, public policy, or management consulting;
- 2) The principal and project manager to be assigned to this project must be available for meetings with the Town on days or evenings, as required;
- 3) The Consultant must have previous experience in the management of public information processes and developing municipal strategic plans and comprehensive/master plans. Completion of two (2) such projects in municipalities in Massachusetts within the last five (5) years is **required preferred** and completion of five (5) overall is desired (Provide website links to projects); and
- 4) The volume of the Consultant’s current and projected workload must not adversely affect its ability to immediately initiate work and to follow through with the project in a timely and professional manner. The Consultant and all team members must be capable of devoting a significant amount of time (See Projected Schedule p. 17) to this project in order to complete the work within the schedule outlined in this RFP.

The proposal must include a description of the Consultant firm(s) and bios for all members of the Consultant team, including the following information:

- 1) Name, address and telephone number of the proposing Consultant, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the Consultant team, including estimated percent of time attributable to the project;
- 2) Background information, including firm resumes and resumes for all principals and employees expected to be assigned to the project;
- 3) Description of the Consultants, including all participating firms, experience, collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity;
- 4) Description of the organizational structure of the Consultant team and a plan for the maintenance of effective communications between the Town and the Consultant team during all phases of the project; and

5) References: the names, addresses, telephone and fax numbers and email addresses of at least three business references who may be contacted regarding the Consultant's business experience, including the experience of all participating firms.

10. Review and Selection Process

All proposals will be reviewed under the Comparative Evaluation Criteria listed below. Each criterion will be assigned a rating of Very Advantageous, Highly Advantageous, Non-Advantageous or Unacceptable. Respondents may be asked for an interview and oral presentation to the Town, and finalists will be required to appear for an interview. The information gathered from any such interviews and/or oral presentations will also be evaluated based on the Comparative Evaluation Criteria. After all of the ratings have been compiled, the Town may determine the most advantageous proposal from one responsible and responsive respondent, taking into consideration all evaluation criteria set forth in the RFP. The Town reserves the exclusive right to reject any and all proposals or to cancel the RFP as is determined to be in the best interests of the Town.

It is anticipated that all respondents will be notified of the results of the selection process in writing within sixty (60) days of the submission deadline.

Comparative Evaluation Criteria

1) ***Staffing Plan*** including the professional qualifications of all project personnel with particular attention to training, educational background, and professional experience. Demonstrated expertise and experience of the Principal-in Charge, Project Manager, and other key personnel, and any Consultants to be assigned to the Project, including professional registration of the Consultants and their qualifications.

Highly Advantageous: The proposed staffing plan provides ample human resources to fully execute all aspects of the project with a qualified and experienced team and meets all the minimum applicant qualifications detailed in Section 9, "Consultant Qualifications," as well as a strong and realistic assignment of staff to achieve project goals within the specified time frame and cost limitations.

Advantageous: The proposed staffing plan provides sufficient resources to execute all aspects of the project with a qualified team that meets all the minimum applicant qualifications detailed in Section 9, "Consultant Qualifications" and a detailed assignment of staff to achieve project goals within the specified time frame and cost limitations.

Not Advantageous: The proposed staffing plan does not provide sufficient detail to evaluate the sufficiency of staffing to execute all aspects of the project or does not meet all the minimum applicant qualifications detailed in Section 9, "Consultant Qualifications".

Unacceptable: The proposed staffing plan does not meet all the minimum applicant qualifications detailed in Section 9, "Consultant Qualifications".

2) ***Methodology***, including a reasonable, realistic plan to complete all aspects of the project which addresses all of the required elements of the UP.

Highly Advantageous: The plan of services proposes a detailed, logical, creative, and highly efficient scheme for producing a complete project that addresses all of the required issues detailed in Section 4, "Conceptual Overview & Required Elements"

Advantageous: The plan of services proposes a credible scheme for producing a complete project that addresses all of the required issues detailed in Section 4, "Conceptual Overview & Required Elements".

Not Advantageous: The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to produce a complete project that addresses all of the required issues detailed in Section 4, "Conceptual Overview & Required Elements".

Unacceptable: The plan of services neither fully addresses nor contains all of the components detailed in Section 4, "Conceptual Overview & Required Elements".

3) ***Depth of experience with similar projects***, and prior experience with public contracts and relevant codes, laws, and regulations. (Please provide web links to similar projects)

Highly Advantageous: The Consultant has at least five (5) years of experience consulting with municipalities on projects of similar size and scope to this project.

Advantageous: The Consultant has at least three (3) years of experience consulting with municipalities on projects of similar size and scope to this project.

Not Advantageous: The Consultant has less than three (3) years of experience but more than one (1) year consulting with municipalities on projects of similar size and scope to this project.

Unacceptable: The Consultant has less than one (1) year of experience consulting with municipalities on projects of similar size and scope to this project.

4) **Ability and knowledge to serve as a resource to the Town** as evidenced by direct involvement in (1) projects utilizing innovative zoning techniques, such as form-based zoning, (2) projects utilizing public-private ventures or innovative economic development practices, (3) projects utilizing mixed-use, smart growth revitalization strategies, (4) projects utilizing sustainable energy best practices, and (5) projects involving financial management planning.

Highly Advantageous: Substantial involvement, *i.e.* lead consultant, in each of the five (5) types of projects specified.

Advantageous: Involvement in each of the five (5) types of projects specified.

Not Advantageous: Involvement in at least three (3) of the five (5) types of projects specified.

Unacceptable: Involvement in no more than one (1) of the five (5) types of projects specified.

5) **Strength and credibility of Client references**; prior client satisfaction with working relationship, project management capabilities, and technical expertise in developing similar projects.

Highly Advantageous: More than three (3) clients who consider the Consultant's services satisfactory or better.

Advantageous: Three (3) clients who consider the Consultant's services satisfactory or better.

Not Advantageous Three (3) or more clients not all of whom consider the Consultant's services satisfactory or better.

Unacceptable: Fewer than three (3) clients who consider the Consultant's services satisfactory or better, or three (3) or more clients who consider the Consultant's services unsatisfactory.

6) **Desirability of approach to the project**, as well as a demonstrated understanding of all project components and public outreach needs.

Highly Advantageous: The response contains a clear, creative, and comprehensive plan that addresses all of the project objectives stated in the RFP.

Advantageous: The response contains a clear plan that addresses most of the project objectives stated in the RFP.

Not Advantageous: The response does not contain a clear plan that addresses most of the project objectives stated in the RFP.

Unacceptable: The response does not contain a plan to address the project objectives stated in the RFP or the proposed plan does not adequately address the project objectives.

7) **A background and track record in promoting and sustaining a high degree of participation** by Town residents and all other stakeholders, which must include experience in conducting public forums or similar large-scale "brainstorming" sessions, workshops, focus groups and other smaller-scale methods;

Highly Advantageous: All of the Consultant's references indicate the project had a high degree of participation of all constituencies with large attendance and participation at public meetings,

Advantageous: Most of the Consultant's references indicate the project had a high degree of participation of all constituencies with good attendance and participation at public meetings.

Non Advantageous: One of the Consultant's references indicated the project had a high degree of participation of many constituents with fair attendance and participation at public meetings.

Unacceptable: The Consultant's references do not indicate the participation rates of public meetings.

8) **Demonstrated ability to meet project budget and project timetable.**

Highly Advantageous: All of the Consultant's references indicate that the projects were completed within or below budget and on schedule.

Advantageous: One of the Consultant's references indicates that the project was not completed within budget with reasons attributable to the Consultant or with substantial delays attributable to the Consultant, and no current project or project completed in the last three (3) years experienced substantial delays attributable to the Consultant.

Not Advantageous: Two of the Consultant's references indicate that the project was not completed within budget with reasons attributable to the Consultant or was completed with substantial delays attributable to the Consultant, and no current project or project completed in the last year experienced substantial delays attributable to the Consultant.

Unacceptable: More than two (2) of the Consultant's references indicate that the project was not completed within budget with reasons attributable to the Consultant or was completed with substantial delays attributable to the Consultant.

11. Required Forms

All proposals shall include the following required forms in Appendix B:

- Statement of Tax Compliance Form – M.G.L. c. 62C, 49A
- Certificate of Non-Collusion Form

12. Schedule

A working group comprised of two members both of the Board of Selectmen and Planning Board, the Town's Deputy Director, and the Planning Director have assumed responsibility for all UP planning stages up through the appointment of the Steering Committee. The Boards will jointly engage the Consultant, and soon after the Steering Committee begins its work, it will elect its own Co-Chairs.

Development of the UP is expected to include the following milestones and meet the noted timelines:

June 8, 2016 - RFP Application Package available

July 6, 2016 - Last day to submit questions to Town via the mail/email

July 22, 2016 - RFP Submittal Deadline at noon at Selectmen's Office

August 15-16, 2016 - Anticipated dates for respondent interviews

August 17, 2016 - Anticipated notice to respondents on the selection process.

August 2016 - Engage Consultant and Constitute Steering Committee

February 2017 - Complete Vision, Inventory & Assessment

March 2017 - Present Vision and Inventory & Assessment to Annual Town Meeting

December 2017 - Complete Goal-Setting and Implementation Development

February 2018 - Complete presentations of UP to the Town's Public Bodies for endorsement

March 2018 - Board of Selectmen and Planning approve UP

March 2018 - Present UP to Annual Town Meeting

13. Available Reports

The following reports are available for examination at Town Hall or online:

- ✓ Lift Wellesley Up Website (Existing departmental strategic plans)
http://www.wellesleyma.gov/Pages/WellesleyMA_Planning/projects/LIFTWellesleyUP
- ✓ Wellesley Comprehensive Plan, 2007-2017; the entire document is available online at *wellesleyma.gov*; 1965, 1981 and 1994 Comprehensive Plans available at the Planning Office
- ✓ Planning Board past projects, studies, and reports:
http://wellesleyma.gov/Pages/WellesleyMA_Planning/projects/index
- ✓ Wellesley Zoning Bylaw available online or copies are available for examination at the Planning Board Office or may be purchased at the Office of the Town Clerk;
- ✓ Wellesley Town Bylaws available on-line or copies are available for examination at the Planning Board Office or may be purchased at the Office of the Town Clerk;
- ✓ Wellesley Design Guidelines available online or copies are available for examination at the Planning Board Office or may be purchased at the Planning Board Office;
- ✓ Wellesley Open Space and Recreation Plan available online on the Natural Resource Commission's webpage;
- ✓ Wellesley Comprehensive Annual Financial Report available online on the Financial Department's webpage;
- ✓ Town Meeting archive including Town Wide Financial Reports and Capital Plans available online on the Town webpage;
- ✓ This information is available for inspection from Meghan Jop, Deputy Director and Michael Zehner, Planning Director, Wellesley Town Hall, 525 Washington Street, Wellesley, MA 02482. 781-431-1019 x 2205 or 2234.

APPENDIX A – UP DEVELOPMENT PROSPECTUS

The Town may be pursuing a DLTA/PMTA technical assistance award with the Metropolitan Area Planning Council to develop an associated Health Element for the UP in addition to the following Development Prospectus.



Prospectus for:
A Unified Plan for a Livable, Innovative, Fiscally-Sound Tomorrow

INTENT

The Unified Plan ("UP") will serve as the principal Strategic-Comprehensive/Master planning document for the Town of Wellesley. The UP will be based on broad community participation and input, and will articulate the core values of the community, establish a vision for the future, and set town-wide priorities, goals, and implementation strategies needed to advance them.

GUIDING PRINCIPLE

Recognizing the interrelatedness between the purpose and elements of the Comprehensive/Master Plan and those of the Strategic Plan, along with the process for vision setting, data collection, public input, and the development of goals, objectives, and action steps, the Town intends to establish a consistent, unified visionary plan for the Town.

SCOPE OF THE UNIFIED PLAN

Long-Range Vision & Mission: Establish a long-range vision for the Town from organizational, development, and human perspectives. Create mission and purpose statements for Town government describing government functions and services and for whom it provides those functions and services.

Goals, Objectives & Priorities: Establish broad community goals, objectives, and priorities related, but not limited, to the following: Future Development, Land Use, Housing (e.g. affordability, diversity, accessibility, character), Economic Development, Natural, Cultural & Historic Resources, Open Space & Recreation, Educational Opportunities, Community & Economic Diversity, Transportation & Accessibility, Community Health, Sustainability, Community Services & Programming, Facilities & Asset Planning, Financial Management Planning, and Government Efficiency, Innovation, Communication, Engagement, & Collaboration.

Elements of Implementation Plan:

- Specific goals and objectives, including deliverables;
- Strategies for prioritizing and achieving goals and objectives, along with timelines and assigned responsibility;
- Recommended actions for coordinating and integrating board/department planning and objectives within Town-wide context;
- Process and procedures for integrating UP with Town's long-term financial and capital planning;
- Existing and anticipated financial constraints on ability to pursue objectives and how constraints will be addressed; and strategies for addressing unanticipated constraints;
- Metrics and timelines for assessing progress; and
- Requirements for annual updates and 5-year reports to Town Meeting.

Prospectus for:
A Unified Plan for a Livable, Innovative, Fiscally-Sound Tomorrow

PROCESS & TIMELINE

The Working Group will coordinate the advancement of the Unified Plan until the establishment of the Steering Committee.

- **2016 ATM:** Pursue full funding at Town Meeting.
- **June/July 2016:** Release RFP for Consultant.
- **July/August 2016:** Planning Board and Board of Selectmen engage Consultant;
- **Planning Board and Board of Selectmen appoint the initial members of a Steering Committee** to include one representative recommended from each Town board/committee. The initial members of the Steering Committee will select one Town Meeting representative from each precinct, and representatives of residential, commercial, educational, and institutional interests to also serve on the Committee. The Steering Committee will elect its own co-chairs. The Steering Committee, working directly with the Consultant, acts as steward in the development of the Unified Plan.
- **September 2016 – March 2018:** The public will be integrally engaged in all aspects of the development of the UP
- **September 2016 - February 2017:** Phase One & Two - Inventory & Assessment; Vision-Setting
- **2017 ATM:** Present Inventory & Assessment and Vision Report to Town Meeting
- **March-December 2017:** Phase Three - Goal Setting and Implementation Development
- **December 2017 to February 2018:** Present completed UP to Town boards/committees for Endorsement
- **February to March 2018:** Approval of UP by Board of Selectmen & Planning Board
- **2018 ATM:** Present UP to Town Meeting
- **Priorities identified in the UP factored into FY20 Budget**

FUNDING

Total Budget: \$150,000

FY16 Capital Budget Appropriation: \$30,000

FY17 CPC Appropriation: \$60,000 *(to be used for planning activities associated with Open Space, Historic Preservation, Community Housing, and Outdoor Recreation; not to exceed 40% of total budget)*

Remaining FY17 Capital Budget Appropriation:
\$60,000

UNIFIED PLAN WORKING GROUP

Ellen Gibbs, Member, Board of Selectmen
Marjorie Freiman, Member, Board of Selectmen
Deborah Carpenter, Chair, Planning Board
Harriet Warshaw, Member, Planning Board
Meghan Jop, AICP, Deputy Executive Director
mjop@wellesleyma.gov
Michael Zehner, AICP, Planning Director
mzehner@wellesleyma.gov

For additional information: <http://bit.ly/1TwaYKI>

APPENDIX B – REQUIRED FORMS

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under the penalties of perjury that this bid or bid 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 submitting contract/bid

Date

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Social Security Number or
Individual or
Federal Identification Number*

*Signature of
Corporate Name*

*Corporate Officer
(if applicable)*

APPENDIX C – CONTRACT FORM

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Consultant shall be performed by qualified personnel. The Consultant's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Consultant of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Consultant to remove any personnel from the Project for reasonable cause. The Consultant shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Consultant to cease providing Services immediately upon written notice.

2. TIME

The Consultant shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Consultant shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Consultant to request any information necessary to be provided by the Town for the performance of the Consultant's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Consultant's fee, the Town shall compensate the Consultant for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Consultant agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. CONSULTANT'S COMPENSATION

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Consultant in consideration of the full performance of Services by the Consultant is the amount set forth on page one of this Agreement. The Town shall pay the Consultant as

Services are performed by the Consultant based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Consultant in consideration of the full performance of Services by the Consultant shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Consultant on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Consultant for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Consultant shall submit to the Town, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Consultant unless otherwise specified herein or in the Proposal. The Consultant shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Consultant shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Consultant a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Consultant nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in the preparation of documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Consultant or its Subcontractors.

e. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Consultant shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Consultant's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Consultant's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Consultant of any of its obligations hereunder with respect thereto.

6. CONSULTANT'S ACCOUNTING RECORDS

The Consultant shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Consultant. The Consultant shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Consultant release or disclose to any third party any Materials furnished to the Consultant by the Town in connection with the performance of the Consultant's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Consultant (whether completed or in process) shall become property of the Town and the Consultant shall immediately deliver or otherwise make available such Materials to the Town.

8. INSURANCE

The Consultant shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below during all times that the Consultant is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$1,000,000 per occurrence; \$3,000,000 aggregate.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage. Minimum Insurance Limits: \$2,000,000.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage. Minimum Insurance Limits: \$1,000,000 CSL.
- e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$2,000,000.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Consultant hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Consultant shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under

clause a, d and e, above, shall name the Town and such other parties as the Town shall require as “Additional Insured” parties. Insufficient insurance shall not release the Consultant from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Consultant shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Consultant. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Consultant agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys’ fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Consultant, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Consultant that the Project be conducted, and that all Services and other work performed by the Consultant hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Consultant has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Consultant agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Consultant, if the Consultant violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Consultant's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Consultant shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Consultant any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Consultant or to set off such damages against amounts otherwise owed to the Consultant.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Consultant. The Consultant shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Consultant in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Consultant with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Consultant.

d. Confidentiality. The Consultant shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Consultant shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, Consultants and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Consultant determines that such certifications are true and correct based upon the Services performed by the Consultant hereunder.

f. Additional Services. If the Town requests the Consultant to perform additional services beyond the scope of Services hereunder, the Consultant shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the Town and the Consultant arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Norfolk County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Consultant hereunder, for the Town's payment obligations or otherwise, the Consultant hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Consultant for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Consultant shall be and remain liable to the Town for all damages incurred by the Town as the result of the

Consultant's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Consultant shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Consultant shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Consultant shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY CONSULTANT

By execution of this Agreement, the Consultant certifies:

a. The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Consultant to or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant or to any other person, corporation, or entity as an inducement

for, or in connection with, the award to the Consultant or subcontractor of a contract by the Consultant.

c. No person, corporation or other entity, other than a bona fide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Consultant.

d. The Consultant shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the Consultant, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the Consultant's behalf, filed all state tax returns and paid all state taxes required under law.

b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Consultant's request, Tax Exemption Certificates will be furnished by the Town to the Consultant with respect to such tax exempt articles as may be required under this Agreement. The Consultant shall not pay, and the Town shall not reimburse or pay the Consultant or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Consultant acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Consultant agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Consultant based on said statute.