

TOWN OF DENNIS

REQUEST FOR PROPOSALS

DEVELOP TOWN OF DENNIS LOCAL COMPREHENSIVE PLAN

**Due date: Thursday, December 11, 2025
4:00 PM**

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LEGAL NOTICE
TOWN OF DENNIS
REQUEST FOR PROPOSALS
TOWN OF DENNIS, MASSACHUSETTS

The Town of Dennis is seeking proposals from qualified bidders to provide services to **Develop a Town of Dennis Local Comprehensive Plan**. Copies of the Request for Proposals (RFP) document with instructions and requirements are available on the Town's website at www.town.dennis.ma.us quick link can be found at Procurement (Bids/RFPs).

Proposals must be submitted no later than **4:00 PM** on Thursday **December 11, 2025**, and must be submitted to Greg Rounseville, Assistant Town Administrator, at Dennis Town Hall, 685 Route 134, South Dennis, MA 02660.

Proposals (Five copies) must be received in a sealed envelope, clearly marked "**Local Comprehensive Plan**", within the packet submission the "Technical Proposal and Price Proposal" must be in separate, clearly marked, sealed envelopes. Please note only one "Price Proposal" is required.

Bids received after this time and date established herein for the opening of bids shall not be accepted or considered, regardless of the cause for delay in the receipt of such bids.

The Town of Dennis reserves the right to reject any and all bids, to waive any informality in bidding, and to make the award as may be determined in the best interests of the Town.

"An Equal Opportunity Municipality - AA/MBE"

SECTION A

SCOPE OF SERVICES

A1.0 PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The Town of Dennis, acting under the authority of its duly appointed Chief Procurement Officer or said designee, hereinafter referred to as the Awarding Authority, will receive proposals from qualified bidders through this request for proposals (RFP) to provide **services required to develop a Town of Dennis Local Comprehensive Plan.**

A1.1 Request for Proposals (RFP) with document instructions and requirements are available on the Town's website at www.town.dennis.ma.us, Online Services, RFP Procurement, See available Bids. If the RFP is revised, the revisions will be provided to all prospective bidders to whom the Town has distributed copies of the RFP.

A1.2 Proposals (Five copies), one original and four copies, shall be addressed to **Greg Rounseville, Assistant Town Administrator** and must be received in a sealed envelope, clearly marked "**Local Comprehensive Plan**", within the packet submission the "Technical Proposal and Price Proposal" must be in separate, clearly marked, sealed envelopes. Please note only one "Price Proposal" is required. All proposals will be received on behalf of the Town, at the Dennis Town Hall, 685 Route 134, South Dennis, MA. 02660, no later than **4:00 PM, Thursday, December 11, 2025.**

A1.3 Proposals received after the time and date established herein for the opening of bids **shall not** be accepted or considered, regardless of the cause for delay in the receipt of such bid(s). Faxed, e-mailed and/or unsigned proposals will not be accepted.

A1.4 The Town of Dennis assumes no responsibility or liability for costs incurred by the bidder for the preparation and participation in the RFP selection process.

A2.0 BACKGROUND INFORMATION

The Town of Dennis is seeking professional planning consulting services to assist the Town to prepare an update to the Local Comprehensive Plan (LCP). The Dennis Local Comprehensive Plan (LCP) was last completed in 2002 and subsequently certified by the Cape Cod Commission (CCC). The updated Local Comprehensive Plan would provide a fresh look at our long-term vision for the future of Dennis and its villages. The world has changed significantly since 2002, such that a revised consideration of resources, infrastructure, facilities, demographics, technology and finances is necessary.

The Town expects that the consultant will undertake a vigorous public participation process to engage and educate the public, update data and information, and develop a common vision. The preferred consultant would demonstrate expertise in all nine (9) elements of MGL Chapter 41 Section 81D required for a Master Plan, the additional sub-sections as contained in the 2002 Dennis LCP, and potentially new elements such as climate resiliency,

sustainability, energy and technology, etc. Certain areas need more focus than others, as described below. The respondents should provide proof of their ability to administer a project of this scale, their proposed method for public participation, examples of data collection and the ability to generate creative ideas and produce graphics that capture the imagination and produce deliverables in the form of plans, proposed bylaws and reports.

The selected Consultant will work with the Select Board, Planning Board and assigned Committees and staff on all elements and stages of the LCP process with a special emphasis on a thorough public engagement process; updating key demographic and economic data; water and wastewater planning with respect to future development; and infrastructure and capital planning needs. The Consultant should gather the data, conduct the public engagement process, draft and finalize the updated Dennis Local Comprehensive Plan within two (2) years from signing a contract. The Consultant will consult with the Cape Cod Commission at appropriate stages throughout the process to ensure the final LCP is certified by the Commission and approved by Dennis Town Meeting.

A3.0 BUDGET

A. Funding

Up to \$150,000 was approved at the Special Town Meeting held on October 1, 2024 for the Dennis Local Comprehensive Plan.

B. Not to Exceed

The not to exceed total project price for the services and deliverables described in this document is \$150,000.

C. Fee Schedule

Applicants shall provide a proposed Fee Schedule, identifying costs for the Tasks enumerated above, including an hourly rate and anticipated number of hours for each task.

A4.0 REQUIRED SCOPE OF SERVICES

The Town seeks community consensus through the comprehensive planning process to address critical issues facing the Town, including the following (Listed in order per MGL Ch. 41 § 81D):

1. Goals and Polices Statement (aka Vision): Review and renew the Community Vision; The overall vision from 2002, “protecting our unique villages, natural environment and historic character while allowing for balanced economic growth” is still relevant, but we need to reconsider our long-term goals, policies and action items in view of new realities and pressures as well as prioritize the means by which to achieve these goals.
2. Land Use Plan Element: Land Use and Growth Management in the 2002 LCP. Beyond gathering data and updating the various tables in the 2002 Plan, the consultant will, through maps, tables and compelling narratives, educate the public on the history and current state of development. Building on the Towns existing Geographic Information System (GIS) data,

the plan will provide an inventory and overview of existing conditions, assets and various infrastructure and environmental constraints. The community needs to understand where it has been and where we are, as it develops strategies for future growth and development and resource protection.

3. Housing Element: The Town has an approved Housing Production Plan (HPP) and will be updating this in the coming year. Therefore, the updated HPP could be incorporated into the LCP and this section does not need to be a primary focus of the LCP consultant.
4. Economic Development Element: The Town has a Community Economic Development Committee and a Tourism Committee that can assist the consultants to understand the local economy and its priorities and challenges. In addition to updating and analyzing the variety of demographic and economic data and tables, this section should also emphasize the importance of the Natural and Cultural Resources section. Since tourism is such a large and important sector of the economy, and the natural and cultural resources of the Town give it a unique economic advantage in drawing tourists and visitors, the fact that the environment is the economy cannot be understated.
5. Natural Resources and Cultural Resources: The 2002 LCP divided this section into several chapters relative to natural resources: Water Resources; Coastal Resources; Wetlands; and Wildlife and Plant Habitat. The Town has a Natural Resources Department, a Beach and Recreation Department, a Golf Department and a Harbormaster that have expertise and committees that can help guide the Natural Resources element of the LCP. The Town has an independent Water District and is one of several communities that draws its water from the Monomoy Lens, a sole source aquifer. This is a key element that needs to be updated given the finite resource and growing pressure for more development and the current construction of Phase 1 of the Water Resource Recovery Facility.
6. Open Space and Recreation Element: The Open Space Plan was recently updated and could be largely summarized in the updated LCP.
7. Services and Facilities Element: In addition to the requirement to identify and analyze existing and forecasted needs for facilities and services used by the public, Dennis has a large number of properties, projects and initiatives throughout the Town that compete with one another for resources. The LCP update and public engagement process would help the Town prioritize the various projects and provide guidance on allocation and scheduling of capital funding and infrastructure.
8. Circulation Element: Dennis has experienced significant growth in terms of redevelopment and traffic since the 2002 LCP. A new look at transportation infrastructure and transit is needed with an eye toward possible upgrades to accommodate new development and make an old network conform to the "Complete Streets" policy.
9. Heritage Preservation: This is a chapter of the 2002 Dennis LCP that is separate from the Natural Resources and Cultural Element as called for in MGL Ch. 41 § 81D. Due to the importance of historic character and an abundance of resources, a fresh review and new perspective would be expected but not a primary focus of the updated LCP. The Town has a few Historic Districts with hundreds of historic structures, owns several museums

and is home to one of the original summer stock theaters in the country.

10. New Elements: The consultant should be forward thinking and consider new realities and possibilities that have not been included in the State Law creating Planning Boards and requiring a Master Plan to be updated from time to time (MGL Ch. 41 § 81D) yet, but that the Town will have to consider and be prepared for. This may include climate resiliency, sustainability, renewable energy, new technology, etc. While not a chief focus of the updated Plan, in order to remain relevant, these elements should be incorporated in the public process and updated Plan.
11. Implementation Element: Ultimately, the Plan must provide a framework for implementation of the goals in the updated Plan. This will include zoning and general bylaws, recommendations of development policies and regulations, and forecast for capital facilities and infrastructure improvements necessary to address future growth and resource protection. In addition to long-term goals, policies and action items, the Plan should develop a financially sustainable approach for providing the Town services and maintaining the facilities and infrastructure necessary to support the findings of the Plan.

SECTION B

PLAN OF SERVICES

B1.0 PLAN OF SERVICES

Proposals shall provide a detailed “Plan of Services” that contains specifics as to how the proposer will satisfy the “Required Scope of Services”. Proposals should be prepared simply, providing a straightforward description of qualifications. Emphasis should be on completeness and clarity of contents.

SECTION C

EVALUATION CRITERIA

C1.0 COMPARATIVE EVALUATION CRITERIA

Proposals that meet the minimum submission requirements will be evaluated on the basis of Comparative Criteria. The Awarding Authority reserves the right to ask any bidder to provide additional supporting documentation in order to verify its response(s). Ratings of Highly Advantageous, Advantageous, or Not Advantageous will be given to each of the Comparative Criteria for each proposal. A composite rating will then be determined. See Section D for additional information regarding Rule of Award and process.

C1.1 **Plan of Services aligns closely with the service requirements.**

Highly Advantageous

“Plan of Service” demonstrates superior understanding of the project needs, contains a clear, concise and comprehensive plan that addresses all of the service requirements. The proposal demonstrates a thorough understanding of how to create a successful Local Comprehensive Plan.

Advantageous

“Plan of Service” demonstrates a good understanding of the project needs, contains a clear, concise and comprehensive plan that addresses majority of the service requirements. The proposal demonstrates a decent understanding of how to create a successful Local Comprehensive Plan.

Not Advantageous

“Plan of Service” does not contain a clear, concise and comprehensive understanding of the project needs. The proposal does not demonstrate a decent understanding of how to create a successful Local Comprehensive Plan and/or little demonstrated experience.

C1.2 **Organization Description - ability to create Local Comprehensive Plan(s) (LCP) services.**

Highly Advantageous

The “Organization Description” provides information that shows that the vendor is exceptionally well suited to provide LCP services. The organization has 5 years or more of experience in all the services required.

Advantageous

The “Organization Description” provides information that shows that the vendor is moderately well suited to provide LCP services. The organization has 3 years or more of experience in all the services required.

Not Advantageous

The “Organization Description” provides information that shows that the vendor may or may not be able to provide LCP services. The organization has less than 3 years of experience in one or more of the services required.

C1.3 **Staffing - level of experience of key personnel with LCP services.**

Highly Advantageous

Personnel dedicated to this project have superior knowledge, experience and skill in the services required, including recent and relevant experience in the State of Massachusetts. Proposed business has greater than five (5) years of experience in LCP services.

Advantageous

Personnel dedicated to this project have good knowledge, experience and skill in the services required, including recent and relevant experience in the State of Massachusetts. Proposed business has greater than two (2) years of experience in LCP services.

Not Advantageous

Personnel dedicated to this project have little knowledge, experience and skill in the services required, and or no experience in Massachusetts. Proposed business has less than two (2) years of experience in LCP services.

C1.4 **Evidence of Financial Stability.**

Highly Advantageous

Proposer has provided financial statement and/or other information showing high degree of financial stability (Successful past performance and longevity) for more than 5 years. Proposer has not filed for bankruptcy protection. Proposer has not defaulted on any project.

Advantageous

Proposer has provided financial statement and/or other information showing financial stability (Successful past performance and longevity) for more than 3 years. Proposer has not filed for bankruptcy protection. Proposer has not defaulted on any project.

Not Advantageous

Proposer has provided financial statement and/or other information showing financial stability (Successful past performance and longevity) for less than 3 years or little if any financial information provided. Proposer may have filed for bankruptcy protection within past seven years, and/or proposer has defaulted on a project.

C1.5 **Past Performance (letters of recommendations on past performance can be attached to proposals).**

Highly Advantageous

Firm's past performance and quality LCP services are consistently superior and in compliance with contract expectations. Vigorous public participation facilitation experience and strong ability to produce graphics and design guidelines.

Advantageous

Firm's past performance and quality of LCP services are consistently satisfactory and in compliance with contract expectations. Some public participation facilitation experience and ability to produce graphics and design guidelines.

Not Advantageous

Firm's performance and/or quality of LCP services may have one or more unsatisfactory reference. Little if any public participation facilitation experience and lacking satisfactory ability to produce graphics and design guidelines.

C1.6 **Evaluation of Interview/Presentation.**

Highly Advantageous

The interviewer demonstrated superior understanding of the service needs, contains a clear, concise and comprehensive presentation that addressed all of the objectives stated in the RFP. The proposer's oral presentation was clear, well organized and demonstrated the ability to provide all the services and/or additional services required within this RFP.

Advantageous

The proposer's oral presentation was clear, organized and demonstrated the ability to provide the minimum services required within this RFP.

Not Advantageous

The proposer's oral presentation was unclear, and/or disorganized and/or did not demonstrate the ability to effectively provide some or all of the services required within this RFP.

- **Please note it is sole discretion of the Town to conduct interviews.**

SECTION D

RULE OF AWARD

D1.0 SELECTION OF PROPOSALS

Proposals shall not be opened publicly. At the opening of proposals, a register of bidders will be prepared, the register is open for public inspection. Technical proposals shall be opened by the Chief Procurement Officer (CPO) or a person with delegated authority in the presence of one or more witnesses. All Technical Proposals responsive to this RFP shall be evaluated by an evaluation team appointed by the duly appointed Chief Procurement Officer or said designee. Evaluation of the Technical Proposals by this evaluation team shall be in accordance with the "Comparative Evaluation Criteria". Each Technical Proposal so evaluated shall be assigned a composite rating, and a summary of all evaluations submitted to the Chief Procurement Officer (the Technical Proposal Summary). The contents of the proposals shall remain confidential and shall not be disclosed to competing proposers or any other outside individuals until the evaluation process is completed.

- D1.2 Price proposals shall be opened and evaluated by the CPO or a person with delegated authority after the evaluation process of the Technical Proposals is completed. Any Price Proposal that is either incomplete or determined to be in any way materially non-responsive shall cause the disqualification of the related Proposal.
- D1.3 The award of contract will be based on the proposer offering the most advantageous proposal, taking into consideration all quality requirements and comparative criteria set forth in the RFP as well as price. The Town expressly reserves the right to make an award to a contractor that is not the **lowest** price. The Town reserves the right to reject proposals and/or make no award, if it is deemed in the Town's best interest.
- D1.4 Once a finalist has been selected, contract negotiations will begin with the top-ranked finalist.
- D1.5 Once the Notice of Award is received by the contractor, the Agreement shall be executed within ten (10) calendar days. The Certificate of Insurance should be mailed with executed Agreement, and must be in the Town's possession prior to any work commencement. In the case of failure of the contractor to execute within that period the Town may consider the contractor to be in default and consider other finalists.
- D1.6 If unable to successfully negotiate a contract, the Town may then begin contract negotiations with the second or third place finalist. The Town of Dennis reserves the right to reject any proposals submitted for this project.
- D1.7 A proposer may not impose any conditions on a proposal, or change the price or any other provision of a proposal, in a manner prejudicial to the interests of the local jurisdiction or fair competition.
- D1.8 In determining the responsiveness of a proposal, minor informalities will be waived or the proposer will be allowed to correct them. "Minor Informalities" are minor deviations, insignificant mistakes, and matters of form rather than substance of the proposal which can be waived or corrected without prejudice to other offerors, potential offerors, or the governmental body.

SECTION E

CONTRACT TERMS AND CONDITIONS

E1.0 CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, and Addenda hereinafter enumerated, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

E2.0 DEFINITIONS

The following terms as used in these General Conditions are respectively defined as follow:

“**Contractor**”: An individual, partnership or corporation with whom this contract is made by the Owner.

“**Owner**” shall mean the Town of Dennis, MA, acting directly or through an authorized representative.

E2.0 CONTRACTOR RECORDS

The Contractor shall retain his records for at least six (6) years after final payment. During this six (6) year period, the Town, the Inspector General or any authorized representative of the Town shall have the right to inspect these records.

E3.0 CONFLICTING SPECIFICATIONS

Wherever a conflict exists between these Specifications and Massachusetts laws, rules, or regulations, the laws, rules or regulations of the Commonwealth of Massachusetts shall prevail. The bidder’s attention is directed to the fact that all applicable Federal, State, and municipal laws, regulations and by-laws shall apply to the contract as though they were written out in full.

E4.0 MATERIALS AND SERVICES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, superintendence, of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

No materials or supplies shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Upon submission of a request for payment, the Contractor warrants that he has good title to all materials and supplies used, free from all liens, claims or encumbrances.

E5.0 PERMITS AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Contractor shall procure and pay for all, permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated herein.

E6.0 CONTRACTOR'S OBLIGATION

The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Owner.

E7.0 INSPECTION

Authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, and other relevant data and records.

E8.0 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontract has been so obtained and approved.

The selected bidder shall maintain such insurance as will protect it from claims under the worker's compensation acts and claims for bodily injury, death, or property damage which may arise from the performance of its service under the proposed Contract. The bidder shall maintain, as a minimum, insurance coverage as follows:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$500,000	Each Occurrence
	\$1,000,000	Aggregate
Property Damage:	\$500,000	Each Occurrence
	\$1,000,000	Aggregate

AUTOMOBILE LIABILITY

Bodily Injury:	\$500,000	Each Person
	\$1,000,000	Each Occurrence
Property Damage:	\$500,000	Each Occurrence

<u>UMBRELLA POLICY</u>	\$1,000,000	Aggregate
General Liability:	\$1,000,000	
<u>PRODUCT AND COMPLETED COVERAGE INSURANCE</u>	\$1,000,000	

WORKER'S COMPENSATION As required by Massachusetts General Laws

The Town requires that the successful bidder submit a certificate of insurance in the amounts specified above. The contract will not be effective and the Town will not authorize or pay for any services performed prior to contract signing. No contract will be signed until the correct certificate of insurance is received.

The Town further requires that all certificates name the Town as an "Additional Insured." With the exception of Worker's Compensation and Automobile Liability, the Town will not accept being named as "Certificate Holder" only. Please be aware that there may be a charge for this type of policy, so check with your insurance agent prior to bid submission.

E10.0 SUBCONTRACTING

The successful proposer will be required to assume sole responsibility for the delivering of the services requested by this RFP. Subcontracting will not be allowed unless prior written approval is obtained for the Town of Dennis. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly employed by them, as he is for the acts and omissions of persons directly employed by him.

E11.0 REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

E12.0 EMPLOYMENT OF LABOR

The Contractor shall employ only competent personnel to do the work, and whenever the Owner shall notify the Contractor, in writing, that any person on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Owner. The Contractor shall supply personal supervision to the work and shall employ a competent supervisor during the Contract period.

E13.0 INDEMNIFICATION

Contractor shall indemnify the Town of Dennis against any claims, actions, loss, or damage to person(s) or property caused by the negligent acts or omissions of Contractor's employees, officials, agents or subcontractor. Contractor shall assume defense of, and hold the Town of Dennis and their agents and employees harmless from, all suits and claims against any or all of them arising from use of any invention, patent right, material, labor or employment, or from any act, omission or negligence of the Contractor, including its employees, officials, agents or subcontractor in carrying on the work.

E14.0 LEGAL MATTERS AND REQUIREMENTS

At all times during its execution of the Contract, Contractor shall conform to all requirements of law and those of all other public authorities relating to the methods or materials used, or the persons employed in the work. It is expressly understood that it is the Contractor's responsibility to know, understand and ensure compliance with such laws, regulations, ordinances, and other legal requirements as applicable.

E15.0 CONTRACT EFFECTIVE DATE

This Contract shall become effective upon its execution, for the period indicated, and remain in force as herein provided.

E.16.0 BID DEPOSIT

Not Required

E.17.0 WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to the opening of bids. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.

E.18.0 ADDENDA AND INTERPRETATIONS

All questions by prospective bidders as to any information contained within this RFP package must be made in writing to **Greg Rounseville, Assistant Town Administrator, at Dennis Town Hall, 685 Route 134, South Dennis, MA 02660** or grounseville@town.dennis.ma.us No oral interpretations will be given to any bidders as to the meaning of the specification documents or any part thereof. Any addendum to this bid will be sent to all bidders who received specifications.

E.19.0 EXAMINATION

By submitting a proposal, the Contractor warrants that they have thoroughly examined the specifications and is fully acquainted with all conditions and restrictions pertaining to the bid items. No claim for any extra work or extension of time will be allowed for failure to observe this requirement. Conditional bids will not be accepted.

E.20.0 RIGHTS OF THE AWARDING AUTHORITY

The Awarding Authority may reject any bid that is incomplete, conditional, or obscure or that contain additions or erasures that are not initialed or other such irregularities. The Awarding Authority reserves the right to reject any and all bids, to waive any informality in the bidding and to make an award as may be determined to be in the best interests of the Town.

E.21.0 AGREEMENT DOCUMENTS

The specifications and any issued addenda shall form part of the Agreement between the Town and the successful bidder, and the provisions thereof shall be binding upon the parties hereto. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

E.22.0 WAIVER

Neither the inspection by the Town or agents, nor any act or thing done by the Town other than an express waiver shall operate as a waiver of any provision of this Agreement, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative, that is, in addition to any other remedy herein provided.

SECTION F

SUBMISSION REQUIREMENTS

MINIMUM REQUIREMENTS

Each prospective bidder, in order for its proposal to qualify for consideration, must meet the requirements set forth in this RFP and include all necessary forms and materials. Note that failure to comply with any provision contained in these specifications constitutes grounds for proposal disqualification. **One (1) original proposal (unbound) and Four (4) copies must be submitted, single sided.**

Each bidder must be duly qualified and licensed to do business in Massachusetts.

TECHINCAL PROPOSAL (NON-PRICE)

F1.0 PLAN OF SERVICES

Proposals shall provide a detailed "Plan of Services" that contains specifics as to how the proposer will satisfy the "Required Scope of Services". Proposals should be prepared simply, providing a straightforward description of the plan of services. Emphasis should be on completeness and clarity of contents and addressing all items found in A4.0 "Required Scope of Services".

F2.0 ORGANIZATION DESCRIPTION

Please provide a brief description of your organization including its address, history, owner(s), types of services provided, and types of clients served. Specific emphasis should be given to past and current experience involving services and clients similar to those sought by the Awarding Authority.

F3.0 STAFFING

Provide titles and a brief employment listing (resume) of personnel (planned or considered) for this project. The manager for this project shall possess requisite experience with **Local Comprehensive plans** and must be acceptable to the Awarding Authority and available throughout the duration of the contract period. Proposing firms shall provide an organizational chart outlining the support structure from laborer up to and including senior management for this project.

It is expected that the Contractor will exclusively use its own employees and not subcontract. If subcontracting is proposed for any phase please provide supplemental information on qualifications and experience of subcontractor. In the event that subcontracting is proposed the Awarding Authority must authorize any subcontracted labor prior to commencement of any and all activities.

F4.0 FINANCIAL STABILITY STATEMENT

Please provide information demonstrating the financial stability of the firm, and state whether the firm (including related or predecessor entities) has filed for bankruptcy protection within the past seven years (and, if so, the related circumstances and disposition of the case).

If within the past five years any client has terminated its relationship with your firm (including related or predecessor entities) or with any employee of your firm whom you propose to work on a contract for the Awarding Authority. Please provide related information including a complete explanation of the circumstances thereof.

Please note any prior or outstanding litigation in regards to your organization with a brief description of situation and status.

F5.0 PAST PERFORMANCE

The Awarding Authority will not award a contract to any Contractor who cannot furnish satisfactory evidence of their ability to do the work or deliver any service, material or equipment under this proposal. The Awarding Authority may make such investigation as it deems necessary to determine compliance with ability of the Contractor to perform the duties within the proposal. The Contractor shall provide a reference list of at least five clients for whom the proposing firm has performed **Local Comprehensive Plans**

Priority emphasis shall be placed on clients with attributes similar to services described in this RFP. Relevant and recent experience preferred. The Awarding Authority reserves the right

to contact additional references at its sole discretion. For each reference listed provide the following:

1. Project Name
2. Project Description
3. Awarding Authority
4. Location
5. Contract Value
6. Completion Date
7. Provide a contact person with their title, address and phone number(s)

F6.0 FORMS REQUIRED

Proposals must include all the attachment "Forms" completed by duly authorized representatives of the bidder. **Please note Form 1 "Price Proposal" in separate envelope as indicated.**

SEPARATE PRICE PROPOSAL

F7.0 PRICE PROPOSAL

All items described in this RFP shall constitute the firm's "Price Proposal". The Price Proposal shall include (1) an all-inclusive price for performance of contract services, submitted on the form ("Form 1 A-C") provided with this RFP. One copy of the Price Proposal shall be furnished to the Town of Dennis, in a separate, sealed envelope clearly marked, **"Price Proposal"**, include company name on envelope as well.

PLEASE NOTE - The inclusion of any Price Proposal material or related information in the Non-Price Proposal may result in automatic rejection of the Proposal.

SECTION G

STANDARD FORMS

G1.0 Each bidder must submit the following forms which are included in this bid package:

- Form 1 - Price Proposal (separate sealed envelope clearly marked as "price proposal").**
- Form 2 - Certificate of Non-Collusion**
- Form 3 - Statement of Tax Compliance**
- Form 4 - Certification of Non-Segregated Facilities**
- Form 5 - Certificate of Authority**
- Form 6 - Insurance Agent Statement**
- Form 7 - Checklist**

In cases where the bidder is a corporation, the bidder shall also complete "Form 5" – CERTIFICATE OF AUTHORITY, with the corporate seal stamped in the appropriate space provided on said form.

- G1.1 Standard forms must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in figures. Discrepancies between the indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. All bid forms must be signed by an officer of the company authorized to enter into contracts.
- G1.2 The Contract shall consist of, whether tangibly included or thus incorporated herein by reference, this bid document, subsequent contracts/agreements and or addendums or revisions thereto.

FORM 1A
DEVELOP TOWN OF DENNIS LOCAL COMPREHENSIVE PLAN
PRICE PROPOSAL

The price proposal form must be submitted in a separate sealed envelope, clearly marked "Price Proposal". Proposed Price (whole numbers no cents):

_____ \$ _____
Bid Price in Words Bid Price in Numbers

- Prices shall be in whole numbers no cents.
- Please note amount not to exceed \$150,000

Signature: _____

Date: _____

Print Name Above: _____

Title: _____

Company Name: _____

Telephone: _____

FORM 2

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.

Executed this _____ day of _____, 20__

Respectively submitted by:

(Authorized Signature)

(Date)

(Title)

Company Name: _____

Address: _____

Seal (If by Corporation):

FORM 3

STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of

perjury that _____ has fully complied with all laws of the
Name of Entity

Commonwealth of Massachusetts relating to the payment of taxes.

Company Name: _____

Address: _____

Social Security or
Federal Identification Number: _____

(Authorized Signature)

(Date)

(Title)

Seal (If by Corporation):

FORM 4

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that it does not maintain or provide its employees any segregated facilities at any of their establishments, and that they do not permit employees to perform services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity clause, and that they will retain such certifications in their files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S. Code Section 1001.

Company Name: _____

Address: _____

(Authorized Signature)

(Date)

(Title)

Seal (If by Corporation):

FORM 5

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
Name of Corporation

it was VOTED that _____ of this company is authorized
Name and Title

to execute contracts and bonds in the name of and on behalf of this company, and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf, said obligation to be valid and binding upon this company.

A True Copy Attested,

Company Name: _____

Address: _____

(Authorized Signature) (Date)

(Title)

I hereby certify that I am the clerk of _____; that the
Name of Corporation

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

Name of Clerk: _____ Corporate Seal:

FORM 6

INSURANCE AGENT STATEMENT

We understand that insurance requirement of this proposal and that evidence of insurability (Certificate of Insurance) will be required showing coverage liability limits prior to signing of the contract.

Name of business

Insurance Agency

Signature

Signature

FORM 7

CHECKLIST

- Form 1 – Bid Price Quote (separate sealed envelope) _____
- Form 2 - Non-Collusion Statement (signed) _____
- Form 3 - Tax Compliance Statement (signed) _____
- Form 4 - Certificate of Non-Segregated Facilities (signed) _____
- Form 5 - Certificate of Authority (if applicable) _____
- Form 6 – Insurance Agent Statement _____
- Form 7 - Checklist _____
- Other Attachments _____
- Addenda Acknowledgement (if applicable) _____

Authorized Signature

Date

Title

Seal (If by Corporation):

**SAMPLE AGREEMENT BETWEEN
TOWN OF DENNIS
AND ABC Corporation**

Provide Services related to Developing Local Comprehensive Plan

Made this **1st day of January 2026**, by and between the Town of Dennis, Massachusetts, a municipal corporation with offices at 685 Rt. 134, South Dennis, Massachusetts, through its Town Administrator, hereinafter referred to as "TOWN" and **ABC Corporation**, a Massachusetts Company with offices at **101 Main Street, Orwell MA**, hereinafter referred to as "CONTRACTOR", do hereby enter into this Agreement as follows:

The CONTRACTOR agrees to provide Services **related to Developing Local Comprehensive Plan** said services to be provided as identified in the TOWN's Request for Proposal for Concession Services ("RFP") and the CONTRACTOR's proposal to the TOWN received on **December 11, 2025**, each herein attached and made a part of this Agreement.

The term of this Agreement shall be for approximately one year and a mutually agreed upon schedule

1. The CONTRACTOR shall be paid the following not-to-exceed amount in accordance with mutually agreed upon milestones: **One Dollar (\$1)** The Contractor, must submit a written request for payment and a statement that this contract work has been performed. Within thirty (30) days of the submission of the request for payment, the Contractor shall be paid, provided that all work has been satisfactorily completed and subject to provisions of Massachusetts General Laws.
2. The CONTRACTOR shall provide said services under this Agreement as an independent contractor and not as an employee of the TOWN. As such, no employees, agents or representatives of the CONTRACTOR shall be entitled to any benefits afforded to the TOWN's regular employees.
3. Should the CONTRACTOR or the TOWN fail to perform the services as specified and offered, or to perform any of its obligations hereunder in the manner provided, or otherwise violate any of the terms of this Agreement, which failure is not cured within ten (10) days of receipt of written notice of such failure to either party, then either party may terminate this Agreement by giving ten (10) days prior written notice of such termination, stating the reasons therefor. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice.
4. If any such termination shall occur as noted with Item 5 above, all compensation and reimbursement due to the TOWN up to the date of termination, in accordance with all agreement terms, shall be paid to the TOWN by the CONTRACTOR.
5. This Agreement shall not be assigned by CONTRACTOR without the prior express written approval of the TOWN.

6. This Agreement shall not be modified, altered or amended without the prior express written approval of both the CONTRACTOR and the TOWN.
7. If any provision(s) of this Agreement shall be adjudged to be invalid or unenforceable, said provision(s) shall not affect the validity of the remaining provisions of the Agreement or the rights and obligations of the parties hereunder.
8. This Agreement shall be construed as a Massachusetts contract, and as such, enforcement or determination of validity of any of its provisions shall be by a court of appropriate jurisdiction in the State of Massachusetts.
9. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
10. The CONTRACTOR shall defend, indemnify and hold harmless the TOWN and its officers, agents, and all employees from and against claims arising directly or indirectly from this Agreement. CONTRACTOR shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the CONTRACTOR shall defend, indemnify and hold harmless the TOWN with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the CONTRACTOR's liability under the Agreement or as otherwise provided by law.
11. The CONTRACTOR agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the performance of this Agreement.
12. The CONTRACTOR shall be responsible to the TOWN or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The CONTRACTOR hereby certifies that it is insured for workers' compensation, property damage, and personal and product liability. The CONTRACTOR shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

The TOWN shall be included as an additional named insured, and the policies shall include a thirty (30) day notice of cancellation to the TOWN.

Prior to commencement of any work under this Agreement, the CONTRACTOR shall provide the TOWN with evidence of insurance in a form satisfactory to the TOWN.

13. Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were so included.

IN WITNESS whereof, the respective parties hereto have caused this instrument to be duly subscribed and sealed on the date above written.

TOWN OF DENNIS

ABC Corporation

Elizabeth Sullivan
Town Administrator

Owner

Date: _____

Date: _____

Copy to: Contractor
Town Accountant
Bid File