



TOWN OF
BROOKLINE, NEW HAMPSHIRE

Planning Department

P.O. Box 360 – 1 Main Street, Brookline, NH 03033

REQUEST FOR PROPOSALS

Planning Board Consultant for InvestNH Grant
Brookline, New Hampshire

Housing Challenge and Project Goals

The Town of Brookline (Town) has several housing related challenges including a rapidly growing population and a lack of diversity of housing stock. Brookline has no public water or sewer utility so residents and businesses are served by onsite wells and septic systems. This has limited the commercial and industrial uses in Brookline.

Brookline is a wonderful place to live, and everyone wants to move here! Brookline's growing quickly. The population data from 2020 U.S. Census Bureau shows that Brookline grew at a rate of 12.98% over the last 10 years, the highest growth rate in the Nashua Regional Planning Commission (NRPC) region.

The type of housing that is being added is generally single-family houses. Since 2017, nearly 90% of the housing added in Brookline has been single family houses and the remainder were accessory dwelling units added to single family housing. This percentage of single-family homes has remained similar in Brookline since 1990.

As part of every Master Plan process, the community has expressed a desire for diverse housing to build community. In September 2022, the Planning Board agreed to update the Master Plan starting with the Vision Section and sought members for a Steering Committee from various boards and the public. The Steering Committee will soon work to craft a community survey and, based on what is learned from that survey, host Vision Sessions with the community. Vision Sessions will be held in an in-person and virtual format to encourage high participation.

A. Summary

The Town seeks a consultant to assist the Planning Board updating three Master Plan chapters: Vision, Housing, and Land Use. Consultants will help with logistics, outreach, data collection, analysis, and writing.

B. Available information from the Town of Brookline

- InvestNH Grant

- Full Master Plan revision adoption 2012 (first Master Plan adopted 1985)
- Housing chapter within Master Plan update adopted 2011
- Land Use chapter within Master Plan update adopted 2011
- Vision chapter within Master Plan update adopted 2011
- Link to current version of the Master Plan: <https://www.brooklinenh.us/planning-board/pages/master-plan>

C. Scope of Services

Task 1 – Community Vision Survey

Community Vision Survey questions shall be focused on the community’s vision for housing and land use in the Town of Brookline.

- a. The Planning Board will create a Vision Steering Committee. The Committee will consist of Planning Board Members, community volunteers, representatives from other Boards and Committees, the Town Planner, and the Consultant.
- b. This Committee will craft survey questions, publicize the survey, execute the survey in concert with the Planning Board, Town Planner and the Consultant.
- c. The Consultant will assist with the crafting of the questions and data analysis. The Consultant will assist the Committee in developing materials to explain the final analysis to the Town.

Task 2 – Community Vision Sessions

Community Vision Sessions need to be planned and executed to further define the community’s vision for Housing and Land Use.

- a. The Consultant and Town Planner will work with the Committee to determine the questions for the Community Vision Sessions
- b. The Consultant and Town Planner will facilitate the Community Vision Sessions with the residents.
 - i. There may be up to three separate Community Vision Sessions.
- c. The Consultant will assist the Committee in developing materials to explain the final analysis to the Town.

Task 3 – Vision Chapter Update

The Consultant will update the Vision Chapter and incorporate appropriate guidance into specific chapters within the Master Plan.

- a. The Consultant will prepare draft documents of the Vision Chapter of the Master Plan including recommendations on implementation.
- b. The Consultant will assist the Planning Board in developing outreach materials for the Planning Board to share with the Town.

Task 4 – Housing Chapter

The Consultant will update the Housing Chapter with the updated Community Vision, currently

available data on housing, and make recommendations for implementation of the Vision.

- a. The Consultant will prepare draft documents of the Housing Chapter of the Master Plan including recommendations on implementation.
 - a. The Consultant will provide updated data on basic population information, housing data, regional statistics, and other information as needed.
- b. The Consultant will edit the chapter to make it easier to update on a regular time frame and be able to include current housing data such as the Census and American Community Survey data.
- c. The Consultant will assist the Planning Board in developing outreach materials for the Planning Board to share with the Town.

Task 5 – Land Use Chapter

The Consultant will update the Land Use Chapter with the updated Community Vision, currently available data on Land Use, and make recommendations for implementation of the Vision.

- a. The Consultant will edit the chapter on Land use to make it easier to update on a regular time frame.
 - a. This may require working with other Board in addition to the Planning Board.
- b. The Consultant will assist the Planning Board in developing outreach materials for the Planning Board to share with the Town.
- c. The Consultant will make recommendations and strategies to address Brookline’s housing challenges and needs where they intersect with Land Use.

D. Submittal Requirements

The respondents should provide:

1. A brief scope of work with any modifications to the tasks described above.
2. Proposed deliverables.
3. Proposed schedule by task.
4. Proposed budget by task, and total budget (see budget from grant for guidance)
5. Three relevant references and a succinct qualifications statement.

Please provide a pdf of your proposal via email by April 17, 2023.

Michele Decoteau
Town Planner
Town of Brookline
1 Main Street, P.O. Box 360
Brookline, NH 03033-0360
mdecoteau@BrooklineNH.us
(603) 673-5588 x215.

Please send any questions about the RFP to mdecoteau@BrooklineNH.us by April 7, 2023. Answers will be sent out to all parties by April 12, 2023.

E. Terms and Conditions

The Town reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal that is in the best interest of the Town and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

In consideration to all proposers, no oral interpretation will be given to any proposers as to the meaning of specification documents or any part thereof. Every request for such a consideration shall be made in writing to Michele Decoteau via e-mail (mdecoteau@BrooklineNH.us) at least 10 days prior to bid due date. Based upon such inquiry, the Town may wish to issue an addendum to this RFP.

Addenda to this proposal, if any, will be e-mailed to the bidders' contact of record. Addenda and updates will not be sent directly to firms by any means other than e-mail.

E.1. Proposal Evaluation and Selection

Proposals will be reviewed by the Board and evaluated on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to, the following:

1. Responsiveness to proposal requirements-(capabilities, work program, approach, clarity, format, etc.)
2. Qualifications of the Consultant and project team members-experience and technical competence of the Consultant and its personnel, including thorough knowledge of the legal, federal, local, and state land use statutes and regulations.
3. Previous related work and references-Qualifications and experience of personnel committed to the project.
4. Consistency of proposal with the scope of services outlined herein.

The Planning Board, at its discretion, may select a Consultant outright or select one or more finalist(s) for in-person and/or telephone interviews.

The Town reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal that is in the best interest of the Town and to negotiate the terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

E.2. Use of Subcontractors

The use of subcontractors or consultant team members under the contract shall only be allowed with the approval of the Town Planner or their designee. Subcontractors will be subject to the same requirements as the Consultant.

All subcontractor and consultant team member costs shall be included within the contract price. All subcontractors as used by the Consultant must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance of the specifications of the bid and contract requirements must be furnished to the Town prior to any subcontractor performing any work under the awarded contract.

E. 3. General Provisions

Nothing contained in the Contract shall be construed to be for the benefit of any persons not a party to the Contract. No third-party beneficiary rights are created. No waiver by either party of any default by the other party in the performance of any provision of the Contract shall operate as or be construed as a waiver of any future default, whether like or different in character.

E. 4. Insurance Requirements

The Contractor agrees that it will carry any and all insurance which will protect it and the Town of Brookline, its officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town of Brookline and its officials, agents, volunteers, and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town of Brookline.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the Town of Brookline. The Contractor will furnish to the Town of Brookline a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Brookline and its officials, agents, volunteers, and employees are named as an additional insured on the general liability and automobile liability insurance coverage on a primary and noncontributory basis.

The Contractor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage. Contractor shall carry and provide proof of builder's risk insurance covering the project at its full value and shall name the Town of Brookline as loss payee.

To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other

industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the Town of Brookline and its officials, agents, volunteers, and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The cancellation of any insurance held by the Consultant and any subcontractor, without immediate satisfactory substitution in accordance with the above requirements, shall serve to automatically terminate the contract.

The Town of Brookline shall not be required to insure the Contractor, any subcontractor or any professional service provider.

E. 5. Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Brookline, including its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor’s officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Brookline shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

E. 6. Relationship

The Consultant and any subcontractor or team member it engages shall be in the relationship of an independent contractor with the Town and nothing herein shall be construed as creating, at any time, the relationship of partnership or of employer and employee between the parties hereto, nor shall the award of the Contract be construed as creating any relationship whatsoever between the Town and Consultant, its officers, agents, employees, and any subcontractor or team member.

The Consultant and/or its employees and any subcontractor or team member shall not represent themselves as employees or agents of the Town.

The Consultant shall have sole authority and responsibility to employ, discharge, and otherwise control its officers, agents, employees, and any subcontractor or team member. Neither Consultant nor any of its officers, agents, employees, and any subcontractor or team member shall be deemed employees of the Town or for purpose of any tax or contribution levied by any federal, state, or municipal government.

E.7. Termination

The Town retains the right to terminate and dismiss the Consultant and any subcontractor or team member for non-performance, or poor performance within five (5) working days' notice. Additionally, the Town reserves the right to negotiate a contract agreement with the next qualified bidder for completion of the work.

E. 8. Laws, Permits, and Licensing

It shall be the Consultant's responsibility, and anyone employed by the Consultant and any subcontractor or team member to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the Consultant's responsibility to procure and keep in effect any and all licenses, permits, notifications, or other regulatory requirements relating to the work to be performed or the services to be provided.

E.9. Reservation of Rights

The Town is not responsible for any costs incurred by respondents regarding the preparation of submissions in response to this RFP. This RFP is not to be construed as creating any contractual relationship between the respondents and the Town. Submittal of a proposal does not commit the Town to award a contract.

The Town reserves the right to reject any or all submittals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent interview process, or to negotiate without further process any contract as may be in the best interest of the Town.

The Town further reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Consultant and to evaluate its submittal.

E.10. Disqualification

A respondent may be disqualified and its proposal rejected for any of the following reasons: 1) failure to supply complete information as requested by this Request for Proposals, 2) the lack of experience of prospective respondents, or 3) evidence of collusion with other respondents. Any

bid proposal(s) rejected for reason #3 will disqualify the respondent(s) involved from consideration in future dealings with the Town.

E.11. Revisions to Request for Proposals

If it should become necessary to revise any part of this Request for Proposals or otherwise to require additional information, an addendum will be issued by the Town and furnished to all potential responders who have obtained copies of this original Request for Proposals.

E.12. Receipt of Proposal

All prospective respondents seeking to submit a proposal are requested to inform the Town by email at mdecoteau@BrooklineNH.us that they have obtained the Request for Proposals. Please provide your name, address, phone number, and email address. This will enable the Town to forward any pertinent information required for compliance with the Request for Proposals document.

E.13. Governing Law and Venue

This Request for Proposals and the Contract to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.