

TOWN OF ARLINGTON, MA
REQUEST FOR PROPOSALS (RFP)
Master Plan Update
RFP #24-44

The Department of Planning and Community Development (DPCD) acting through the Town Manager is requesting proposals from qualified individuals and firms to undertake a public planning process to update the Town of Arlington Master Plan.

A copy of the RFP outlining the requirements for submission is available for download from the Town's website www.arlingtonma.gov/purchasing. For further information contact Mary Ellen De Natale, Purchasing Agent, at 781-316-3003, or mdenatale@town.arlington.ma.us.

Proposals must be received by the Purchasing Agent, Town of Arlington, Massachusetts on or before **2:00 p.m. on Monday, September 23, 2024**, at the Town Manager's Office/Purchasing Department, Town Hall Annex 2nd floor, 730 Massachusetts Avenue, Arlington, MA 02476. Proposals delivered after the appointed time and date will not be considered. Town Hall is open Monday, through Wednesday, 8:00 a.m. to 4:00 p.m., Thursday, 8:00 a.m. to 7:00 p.m., and Friday, 8:00 a.m. to 12:00 noon

A briefing session is scheduled for **August 22, 2024, at 1:00 p.m.** in the 1st floor conference room, Town Hall Annex. All prospective applicants are encouraged to attend.

Questions about the RFP may be submitted by **4:00 p.m., September 4, 2024**. Responses to questions, including those raised at the briefing session, will be posted online at www.arlingtonma.gov/purchasing as an addendum to the RFP.

Three (3) paper copies of the technical (non-price) proposal and a USB flash drive with the proposal in searchable PDF format shall be submitted in a sealed envelope marked "**RFP #24-44 – Master Plan Update**". One (1) paper copy of the price proposal shall be submitted in a separate sealed envelope marked "**RFP #24-44 – Master Plan Update Price Proposal**".

The successful offeror must be an Equal Opportunity Employer.

MBE's/WBE's/DBE's are strongly encouraged to submit proposals.

The Town of Arlington reserves the right to cancel any request for proposals, quotes, or qualifications, to reject in whole or in part any and all proposals and waive any minor informalities in the proposal process when it is deemed in the best interests of the Town to do so. The Town further reserves the right to accept the proposal deemed to be most advantageous to the Town.

There must be no mention of the Applicant's fee in the technical proposal. Any mention of the fee therein will subject the proposal to rejection.

James Feeney
Town Manager

August 8, 2024

REQUEST FOR PROPOSALS (RFP)
MASTER PLAN UPDATE
TOWN OF ARLINGTON RFP #24-44
AUGUST 8, 2024

Responses Due:

September 23, 2024, at 2:00pm
Late Responses Will Be Rejected

Deliver Complete Responses To:

Purchasing Agent
Town Manager's Office/Purchasing Dept.
Town Hall Annex 2nd floor
730 Massachusetts Avenue
Arlington, MA 02476

For Further Information Please Contact:

Mary Ellen De Natale, 784-316-3003
Email: mdenatale@town.arlington.ma.us

RFP No. 24-44

I. OVERVIEW/ PURPOSE

The Town of Arlington, acting through its Department of Planning & Community Development (hereinafter referred to as DPCD), in concert with the Arlington Redevelopment Board (hereinafter referred to as ARB) and the Arlington Master Plan Update Advisory Committee (hereinafter referred to as the AmpUp! Advisory Committee) seeks proposals from consultants and/or consultant teams to provide town-wide master planning services to the Town.

The Town of Arlington is governed by a five-member Select Board and Representative Town Meeting. Daily management is vested in a Town Manager appointed by the Select Board. Planning and Development is controlled by Massachusetts General Law, the Arlington Town Manager Act, the Town Bylaws, and the Arlington Zoning Bylaw. The Arlington Redevelopment Board (ARB) serves as both the planning board and urban renewal authority under MGL Chapter 40A and 121B, respectively. Four members of the ARB are appointed by the Town Manager with approval of the Select Board and one member is a gubernatorial appointee. The AmpUp! Advisory Committee is a 16-member committee made up of a diverse cross-section of the community. The Committee will oversee the Master Plan update project and will make recommendations to the ARB throughout the process culminating in a plan update document to be submitted for adoption by the ARB.

This effort is valued at a total of \$250,000 and is funded by the Community Development Block Grant (CDBG) program and by the **American Rescue Plan Act** of 2021 (ARPA). The attention of Bidders is directed to the terms and conditions of the Addendum to the Town of Arlington Standard Contract General Conditions, attached hereto, which contains supplemental contract provisions applicable to projects funded by ARPA.

II. BACKGROUND INFORMATION

In May 2015, Arlington Town Meeting voted to endorse the first Arlington Master Plan, “Your Town Your Future” with approximately 75% of Town Meeting Members voting in favor of the Plan. The Master Plan sets forth policy goals and strategies for the community and recommends updating the plan after ten years. The Town seeks to update its long-range vision with corresponding policy and guidance for implementation of the Plan over the next ten years. The Master Plan update process is expected to take approximately 18 months with the update to be presented to Town Meeting for endorsement at the Spring 2026 Annual Town Meeting following adoption by the Arlington Redevelopment Board. The Plan update will provide a basis for decision-making about climate resilience, adaptation, and mitigation practices, land use planning and redevelopment, economic development, mobility and access, and capital improvement planning for public facilities and services for the Town of Arlington’s future.

Arlington strives to be a place that is livable, sustainable, and equitable, not just for current community members, but for generations to come. Through the town-wide Master Plan update process, the Town aims to develop policy and design goals with actionable recommendations to guide future change, and to promote the well-being of residents, businesses, and stakeholders amid local, regional, and global trends. The town-wide planning process seeks to integrate and build upon the Town’s existing policies, programs, and initiatives through an inclusive, wide-reaching process that looks beyond traditional planning efforts and incorporates creative thinking to guide future change in Arlington.

The town-wide Master Plan update intends to refine a shared vision for the Town and its future. A professional Consultant or Consultant team will help guide the process, bringing outside expertise and creative, new ideas that will complement and augment the capacity of Town planning staff. The process should engage the AmpUp! Advisory Committee, residents, employers, employees, schools and other institutions, community-based organizations, appointed and elected public officials, and the operational and planning functions in the Town.

The Plan update will examine and expand recent and ongoing planning efforts, specifically the Arlington Master Plan (2015), the Housing Production Plan (2022), the Connect Arlington Sustainable Transportation Plan (2021), the Minuteman Bikeway Planning Project (2022), Complete Streets Prioritization Plan Update (2023), the Fair Housing Action Plan (2021), the Hazard Mitigation Plan (2020), the Historic Preservation Survey Master Plan (2019), the Municipal Vulnerability Preparedness (MVP) 2.0 Program (2024) , the Net Zero Action Plan (2021), the Open Space and Recreation Plan (2022), and the Public Land Management Plan (2023.) The purpose of this RFQ is to provide guidelines for the submission of proposals. As the community process undertaken to develop the Master Plan update will be critical to its success, Arlington is seeking a comprehensive, context-specific, and inclusive approach to the process that can be deployed and executed within the 18-month timeline.

The Town of Arlington expects robust public participation, including more than is required by MGL c.41 § 81D. To that end, the Town seeks a prospective Consultant with a demonstrable history of engaging with the public and the community, using techniques designed to engage with a wide range of stakeholders who are representative of the Town of Arlington.

Given the 18-month timeline and desire for robust public engagement, as well as the importance of including elements of climate resiliency, environmental concerns, and sustainable economic development, it is expected that the successful proponent will have the capacity to accommodate the Town’s priorities within the specified timeline either as a single entity or a group of smaller entities. Moreover, the successful proposal will outline how this can be achieved within the proposed project schedule.

The Master Plan update process is expected to achieve the following overarching goals:

1. document a clear, updated vision;
2. connect public investment and action to that vision;
3. connect regulation to that vision; and,
4. update the existing Master Plan roadmap for thinking and acting from a comprehensive perspective.

The process will be driven by the following objectives:

1. proceed with a maximum of community involvement and representative public participation;
2. be consistent with the goals, vision, and aspirations of the community;
3. recognize the unique history, attributes and needs of the Town of Arlington;
4. build on existing plans, studies, and reports;
5. be contextual, forward-thinking, and specifically tailored to the Town of Arlington;
6. update a clear direction for the Town by including both long-range visioning and specific policies and implementation strategies for the next ten to fifteen years;
7. be specific enough to capture the desired vision for the Town but general and comprehensive enough to be adapted for unanticipated change and shifts;
8. contain measurable goals, performance indicators, and methods to track progress toward implementation; and
9. be shareable, enjoyable, and accessible for all community members.

III. SCOPE OF SERVICES

A. Key Services

The Town will accept proposals from prospective Consultants interested in providing the Town with the services required to complete a Master Plan update. The key services required are that the prospective Consultant will:

1. work with the AmpUp! Advisory Committee to conceive a structure and robust schedule of Master Plan update public participation activities;
2. assemble and analyze available data;
3. synthesize information gained into a 'Master Plan Update' physical document that is formatted for easy reading; and a digital document that can be posted on-line according to ADA web standards for contrast and readability;
4. identify where zoning and other Town bylaws or processes may need to be adjusted to achieve the vision of this Plan update and assist the Town with drafting and reworking these bylaws and processes.

The Consultant will be expected to organize and attend committee and public engagement activities as part of the community engagement. The number of public meetings requiring the Consultant's attendance will be mutually negotiated, but it is the Town's expectation that the public will have ample opportunity to contribute input to the Plan update. The Consultant will work with Town staff to keep the community well informed as the process moves forward by implementing a successful community outreach program.

The selected Consultant will be expected to:

1. review existing plans, documents, and data relevant to the Master Plan update;

2. assess the Town's existing resources, infrastructure, demographics, and challenges; present a comprehensive summary of its vision and goals; and explore how they might evolve in response to changing environmental, demographic, and economic factors. The Master Plan update should provide a vision for the Town over the ten to fifteen years, and a work/action plan for the next ten years with particular attention to areas of the Town which face intense development pressure;
3. work with the AmpUp! Advisory Committee to develop a process and project schedule that allows for regular meetings, status reports, and general alignment of the Town, public bodies, residents, business interests, employers, employees, community groups and other stakeholders to foster a sense of cohesion around the Town's strategic direction;
4. engage residents, business and property owners, and Town officials and staff through a robust public outreach campaign that includes, but is not limited to, a social media strategy, website, public workshops, surveys, and focus group meetings. The results of this engagement should be compiled and documented;
5. chart an effective, realistic, and innovative course of action for the Town's future based on the conceptual goals and visioning process associated with the Master Plan update;
6. deliver an implementable Master Plan update which will: adhere to all requirements stated in MGL Ch 41 § 81D, guide Town policy and investment decisions, include metrics and key performance indicators for tracking progress toward implementation, and be designed to flexibly accommodate periodic review and adjustment to reflect progress towards achievement of goals and their possible modification; and
7. assist the Town in drafting necessary changes to the development review process, Zoning Bylaw, and other Town bylaws and regulations to meet the vision and goals set out in the Master Plan update.

B. Outline of Services

The following outline is offered to describe the general context of services to be provided by the Consultant as is required for the Master Plan update by MGL c. 41 § 81D. This outline is not necessarily all-inclusive, and the Consultant will include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project. Consultants are encouraged to bring industry expertise and creative ideas tested elsewhere while also tailoring these ideas to Arlington to design an approach that best suits the Town.

1. Community Vision, Goals, and Policies

This Plan element establishes an overall vision for the Town and establishes goals and policies by which future environmental sustainability, economic development, and growth will be guided. The vision, goals and policies of the 2015 Master Plan are due to be updated and shall remain consistent with the values of the Arlington community, as developed, and confirmed via a robust community participatory process.

Multiple facilitated community conversations shall kick off the Master Plan update process, beginning with a kick-off meeting with the AmpUp! Advisory Committee, and are intended to result in a major expression of the community's vision and goals to guide policy. The Consultant will propose methods for discerning the community's vision for the future. This element is critically linked with public participation. The Consultant will deliver a Master Plan Update Goals and Policies statement at the conclusion of the process.

2. Public Participation

The credibility and utility of the Master Plan update process and the prospect for its adoption will be highly dependent on strong public participation, including the confirmation of a set of common values and goals shared by a diverse group of Arlington residents, property owners, and businesses. The Consultant shall work with DPCD staff and the AmpUp! Advisory Committee to develop a public participation plan and schedule to ensure broad community engagement and significant community input and awareness of the planning process. This element will include the following:

- a) **Methods** - The Consultant shall propose a wide range of methods and techniques for updating the community values expressed in the 2015 Master Plan. An updated community vision will serve as the foundation of the Master Plan update.
- b) **Scheduling** - The Consultant will work with DPCD staff and the AmpUp! Advisory Committee to propose a schedule of notices, submittals, meetings, and hearings for each of the various elements of the project in order to fulfill the goals of this project.
- c) **Outreach/Participation Program** - The Consultant will advise DPCD staff and the AmpUp! Advisory Committee in developing and implementing an outreach and participation plan to encourage community and neighborhood participation as well as that of municipal departments, committees, commissions, and other community-based organizations.
- d) **Inclusivity** - The Consultant will set a goal for including diverse voices in the comprehensive Master Plan and have a mechanism for determining if the goal is reached. Consultant will propose benchmarks and monitoring mechanisms for including diverse voices in the Comprehensive Master Plan, to be negotiated and evaluated jointly with the Advisory Committee.
- e) **Internet Component** - The Consultant will develop an inclusive online method to invite community participation in the Master Plan update process that is on par with in-person methods. The Consultant will also be responsible for posting, at minimum monthly, a Master Plan update progress report.
- f) **Priorities** - The Consultant will work with staff and the AmpUp! Advisory Committee to identify community priorities for the next ten years that will serve as the metric against which the Town can measure proposed recommendations and strategies across all elements of the Plan.

3. Land Use

The Consultant, with assistance from DPCD staff, will identify all present land uses and recommend a future land use plan for areas where change may be guided toward realizing shared Arlington values and goals rather than reacting to unpredictable, uncoordinated development. Existing land use maps will be provided by the Town. In this element the Consultant will:

- a) identify opportunities for new growth and priority redevelopment areas where well-designed, sustainable, and environmentally resilient development is desired and appropriate based on community preferences and surrounding land uses;
- b) evaluate the Town's economic centers for mixed-use and non-residential development to activate street fronts along key corridors and strengthen the Town's commercial base;
- c) perform visual preference surveys and economic and fiscal analyses of alternative development forms in key areas as appropriate;
- d) make recommendations for future land use, redevelopment, and new growth that are sustainable and environmentally resilient and that reflect the goals established in the visioning process; and

- e) suggest changes to existing zoning and inclusion of design guidelines and/or a design review process based on desirable outcomes.

4. Housing

This section of the Plan update will build off the results of Arlington’s Housing Production Plan, Fair Housing Action Plan, Equity Audit, MBTA Communities zoning, Connect Arlington Plan, Net Zero Action Plan, and MVP 2.0 process and should summarize housing needs in Arlington. This will include addressing the following:

- a) evaluate relevant analysis and determinations from previously published plans and update as necessary;
- b) identify impediments to achieving housing goals in current Town processes and make recommendations for reform; and
- c) identify programs, policies, and strategies by which Arlington can meet housing goals established in existing plans and in the Master Plan update visioning process.

5. Sustainable Economic Development

The Consultant will analyze identified parcels and districts including but not limited to business districts in Arlington Heights, Arlington Center, and East Arlington for their potential redevelopment. The Consultant will consider Arlington’s land and natural resources, historic and cultural resources, district and/or parcel redevelopment potential, regional transportation resources, and other relevant demographics of the population. In this element, the Consultant will:

- a) review existing economic development reports and recommendations such as the Arlington Heights Neighborhood Action Plan (2019) and the Economic Analysis of Industrial Districts (2021), and recommend any economic development-oriented plans or reports to be developed to fill knowledge gaps following the Master Planning process;
- b) identify impediments to sustainable economic development found in the current zoning and make recommendations for reform, including possible changes to on-street parking regulation, possible changes to currently residentially zoned commercial properties or other zoning disparities, and perhaps consideration of form-based codes for mixed-use development;
- c) draft a statement of sustainable economic development goals that shall reflect goals determined in the visioning process;
- d) make recommendations for diversifying business and industry in Arlington, encouraging mixed-use projects and siting modern industrial uses. This should take into consideration changes in employment and workforce trends, e.g. home-based businesses and increased remote work;
- e) work to update the Master Plan to promote tourism-based businesses and cultural resources. The Town anticipates an increase in tourist activities and will need to have a more strategic, long-term plan regarding its tourism identity; and
- f) identify appropriate Federal and State economic incentive programs (TIF, DIF, 43D, EDA, etc.) and how they can assist with Plan update implementation.

6. Historic and Cultural Resources

This element provides an inventory and strategies for protection and management of the significant cultural and historic resource areas in Arlington. The Consultant will work with various committees, commissions and community-based organizations including but not limited to the Historical Commission, the Historic Districts Commission and the Arlington Commission for Arts and Culture regarding the following items:

- a) work with DPCD staff and the Historical Commission to complete a full update of Arlington's historic and cultural resources inventory using Town data and other relevant data sets; and
- b) work with the Arlington Commission for Arts and Culture to incorporate their work and long-term cultural planning into the Master Plan process.

7. Open Space, Recreation, and Natural Resources

The Town is home to many parks, recreational facilities and water bodies including Alewife Brook, Mill Brook, the Mystic Lakes, Spy Pond, and several smaller brooks, streams, and wetlands. These substantial natural areas support a variety of flora and fauna and, together with the Town’s urban tree canopy, are critical environmental and health assets to the Town. The Town has a strong commitment to maintaining and upgrading its open space resources as expressed in the Open Space and Recreation Plan of 2022 and the Public Land Management Plan of 2023 which include visioning statements and recommendations.

As part of this element of the Plan update, the Consultant will:

- a) work with DPCD and other Town staff, such as the GIS coordinator and Conservation Agent, to identify under-utilized open spaces and opportunities to expand and connect open space, whether publicly or privately owned;
- b) analyze and make recommendations for robust climate adaptation and resiliency measures for public open space in the Town; update priorities for implementation from the 2022 Open Space and Recreation Plan;
- c) identify risks related to losing natural resources and open space, and plans for sustaining, adapting, and maintaining existing spaces; and,
- d) identify areas of passive and active recreation and make recommendations for operations, maintenance, and improvements.

8. Public Services and Facilities

This element of the Master Plan update will address the current and future needs for public services and facilities. The analyses should include existing conditions as well as impacts to services and facilities from future development, population growth, and climate change scenarios. As Arlington moves toward its goal of becoming “net-zero” by 2050, the Town has developed a Net Zero Action Plan (2021) and Electrification & Air Quality Master Plan (2023) and is in the process of developing a Decarbonization Roadmap (2024) to decarbonize its buildings and vehicle fleet. The Town's participation in the MVP 2.0 Program (concurrent with the Master Plan update) will result in updated climate change resilience priorities with a focus on equity. The Town’s services and facilities critically support both climate change adaptation and mitigation, and the Master Plan update should include updated recommendations to achieve these goals. This element should aid the Town in developing its capital improvement plan and operational budget and in managing the Town’s real estate assets in a sustainable manner. Moreover, this element should:

- a) incorporate elements of the Town’s Capital Improvement Plan into the Master Plan update;
- b) update/revisit recommendations from existing climate change mitigation and resilience plans and incorporate them into the Master Plan update based on existing conditions and ongoing Town efforts; and
- c) highlight key capital projects and initiatives in which the Town should prioritize investment to achieve established climate change mitigation and resilience goals.

9. Mobility & Access

This element analyzes the Town's current and proposed multi-modal transportation system, focusing on creating better access to destinations through Arlington's major streets and roads, public transportation, the Minuteman Bikeway, pedestrian and bicycle routes, vehicle circulation and the coordinated interaction of all modes. Additionally, parking is of significant concern in Arlington with no overnight on-street parking allowed in Town, and Complete Streets projects removing parking for bicycle and pedestrian improvements. The Mobility & Access element should therefore evaluate the state of parking in Arlington and propose improvements to balance the need for it alongside other transportation decisions in the future.

In 2021, building on the findings from existing conditions, and input from the public, the final Connect Arlington Sustainable Transportation Plan was developed to reflect the community's vision and goals for multi-modal transportation in Arlington. The Master Plan update should include updated elements from the Connect Arlington Plan as well as recommendations related to environmental resiliency and sustainability in transportation. It should also integrate and build upon recommendations from the Minuteman Bikeway Planning Project (2022) and the Complete Streets Prioritization Plan Update (2023). The Consultant will:

- a) incorporate and update elements from existing transportation plans into the larger Master Plan update;
- b) consider how transportation challenges address other aspects of the plan including, but not limited to, economic development and housing;
- c) identify a way the Town can support public transit and mode shift, and ease conflicts between different modes; and
- d) create a roadmap of transportation projects for the Town to consider moving forward, both corridor and intersection specific.

10. Implementation

The Consultant will develop a strategy for implementing the vision of the Master Plan update as well as recommendations of the Plan elements. The strategy will include action steps, a timeframe or schedule, responsible parties, procedures, analysis of potential funding sources, and an analysis of the Town's capacity to implement the Plan. The implementation element is intended to address the priorities raised in all elements of the Plan update. The Consultant will recommend the Plan update and participate in its presentation to the Arlington Redevelopment Board and the Select Board. The Arlington Redevelopment Board and DPCD staff will present information prepared by the Consultant at Town Meeting without the Consultant's attendance.

C. Coordination with Town Staff and AmpUp! Advisory Committee

The Town has vetted a sixteen-member advisory committee to oversee the update to the Arlington Master Plan. The Committee will provide input and guidance on the community outreach process, review draft documents, and appoint any topic specific working groups. The Consultant will hold coordination meetings with Town staff on a regular basis. While Town staff will be closely involved, the Consultant is expected to devote the time necessary to conduct research, write documents, and participate in meetings as needed with the AmpUp! Advisory Committee. Staff will collaborate with the Consultant to post materials on Town social media outlets and the Town website. At least one member of DPCD staff will attend every meeting.

IV. PROJECT SCHEDULE

Work is expected to start in early December 2024. The goal is to present the product at the 2026 Annual Town Meeting. The Consultant shall prepare a reasonable timeline to complete the project.

V. DELIVERABLES

1. Master Plan Update Goals and Policies Statement and Draft Report of Initial Findings

Using information gathered from the visioning and goal-setting phases, the consultant will identify key issues that need to be addressed by the Master Plan update and present possible alternatives for broad-based, informed public discussion. Response to the RFP should address how the Consultant proposed to ensure the Draft Master Plan update receives an adequate amount of public review and scrutiny in order to maximize broad community support for subsequent phases of planning and implementation.

2. Arlington Master Plan Update and Implementation Plan

The Consultant will prepare the Master Plan Update to achieve approval by the Arlington Redevelopment Board, and endorsement by the AmpUp! Advisory Committee, the Arlington Select Board, and Arlington Town Meeting. All elements of the Master Plan update outlined above shall be included. The Implementation Plan will: i) define the specific municipal actions necessary to achieve the objectives of each element of the Master Plan update, ii) prioritize implementation activities, including possible changes to the Arlington Zoning Bylaw and, iii) include a schedule and key dates for action. As necessary, the implementation plan will be linked to the Town's capital and/or operating budgets and other related sources of funding.

3. Materials

Twenty-five (25) bound color copies and one unbound version of each deliverable are required. The final version of each deliverable should be submitted in electronic format on a USA compatible hard drive and contain a Microsoft Word compatible version of the text, a PDF version of the Plan, and a digital document that can be posted on-line according to ADA web standards for contrast and readability. Packaged files including all images, tables, graphs, and maps used in the final version should be included as well as all GIS, CAD or any other data created by the Consultant and used in any maps or other product in the final version. All materials will become the property of the Town.

VI. MINIMUM CRITERIA

At a minimum, the proposing firm/team must meet the following requirements:

1. The firm/project manager/team must have at least five (5) years of experience in Master Planning, urban design, plan implementation, environmental resiliency, and community engagement with projects of similar size and scope.
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 firm/team must have previous experience in similar projects. Successful completion of a minimum of three (3) such projects within the last five (5) years is required, and completion of five (5) overall is desired.
4. The firm/team must have proven experience in the public sector and in working with federal, state and municipal agencies, and neighborhood/business organizations.

5. The volume of the proposed project manager's and firm'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 firm and all team members must be capable of devoting a significant amount of time to this project in order to complete the work within the schedule outlined in this RFP.
6. Proposal should include a list of anticipated staff and sub-contractor staff with names and titles, specialization areas, and monthly anticipated hours.

VII. COMPARATIVE CRITERIA

The Town will award the contract to the Consultant offering the most advantageous response to this RFP, taking into consideration all evaluation criteria as well as price. The selection process will include an evaluation procedure based on the criteria identified below. Finalists may be required to appear for an interview.

1. Staffing Plan and Methodology, including the professional qualifications of all project personnel with particular attention to training, educational background, professional certification or registration, 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 plan of services proposes a detailed, logical, creative, and highly efficient scheme for producing a complete project that addresses all Goals and Priorities of this project and meets all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

Advantageous: The plan of services proposes a credible scheme for producing a complete project that addresses all of the required issues and meets all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

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 and meets all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

Unacceptable: The plan of services does not meet all the minimum applicant qualifications detailed in Section VI, "Consultant Qualifications".

2. Depth of experience with similar projects in urban planning and design, neighborhood design guidelines and implementation, and community engagement, and prior experience with relevant general and zoning bylaws.

Highly Advantageous: The Consultant has at least seven (7) years of experience consulting with municipalities on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of five (5) similar projects within the last five (5) years.

Advantageous: The Consultant has at least five (5) years of experience consulting with municipalities on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of three (3) similar projects within the last five (5) years.

Not Advantageous: The Consultant has less than four (4) years of experience but more than one (1) year consulting with municipalities on projects of similar size and scope to this project. The Consultant can demonstrate the successful completion of two (2) similar projects within the last five (5) years.

Unacceptable: The Consultant has less than four (4) years of experience consulting with municipalities on projects of similar size and scope to this project. The Consultant cannot demonstrate the successful completion of similar projects.

3. Strength and credibility of client references. The Consultant shall demonstrate prior client satisfaction with working relationship, project management capabilities, and technical expertise in developing similar projects.

Highly Advantageous: More than three clients who consider your services satisfactory or better.

Advantageous: Three clients who consider your services satisfactory or better.

Not Advantageous: Three or more clients not all of whom consider your services satisfactory or better.

Unacceptable: Fewer than three clients who consider your services satisfactory or better, or three or more clients who consider your services unsatisfactory.

4. 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 project Goals and Priorities as stated in the RFP.

Advantageous: The response contains a clear plan that addresses most of the project Goals and Priorities as stated in the RFP.

Not Advantageous: The response does not contain a clear plan to address many of the project Goals and Priorities as stated in the RFP.

Unacceptable: The response does not contain any plan to address the project objectives stated in the RFP.

5. Demonstrated ability to meet project budget and project schedule.

Highly Advantageous: All of the Consultant's references indicate that the projects were completed within budget and on schedule or with minimal, insignificant delays.

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

VIII. SUBMITTAL REQUIREMENTS

Interested qualified firms must submit a response addressing the objectives, scope and schedule described in this RFQ. Responses must include, at a minimum, each of the following:

- Three (3) paper copies of the technical (non-price) proposal and a USB drive with the technical proposal in searchable PDF format shall be submitted in a sealed envelope marked “RFP #24-44 – Master Plan Update”.
 1. Cover letter, including a profile introducing the firm, as well as the name, telephone number, and email address of the primary contact for the project.
 2. General description of the firm/team's experience.
 3. Description, with examples, of the firm/team's experience in working with municipalities to successfully complete a Master Planning update process.
 4. A detailed work plan based on the scope of services for the proposed work, including the firm/team's general approach to such work, evidence of the firm/team's understanding of the goals and objectives of the project, and methodology for accomplishing the tasks as listed in this RFP.
 5. An outline of the schedule for completion of tasks (timeline) as presented in the firm/team's approach to the scope of services.
 6. Description of or resumes for the assigned staffs' experience, educational background, availability, and chain of responsibility, including the name and title of the principal and project manager assigned to the project, names of all sub-Consultants, and resumes of all personnel to be associated with the project.
 7. Client contact information for all projects of similar size and scope completed in the past 5 years; including, name, title, agency, address, description of project, project cost, and telephone number and the email address.
 8. Other pertinent information about the firm(s) that would aid the Town in making a selection.
 9. Completed required forms.
 10. Evidence of insurance coverage, including general and professional liability and Workers' Compensation insurance.
- Separate Sealed Submission, one (1) copy, clearly marked “RFP #24-44 – Master Plan Update Price Proposal”.

1. Completed Price Proposal Form (attached)
2. Estimated breakdown by task of professional service fees (including expenses), assigned project staff and hourly billing rates of all staff assigned to provide services (including any sub-Consultants).

Proposals must clearly address all the submittal requirements; that is, the response should include a section addressing all of the minimum qualifications, the minimum submittal requirements, and each of the comparative review criteria. The proposal will be reviewed based on each of these items and it will be to the benefit of the responder to clearly address each of the items. Where the requirements specify a minimum level of experience, indicate the dates of said experience.

A Selection Committee will be convened to review proposals. Committee members will be drawn from Town staff, ARB members, AmpUp! Advisory Committee members, and may include other community members.

The Town reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any RFQ, and to accept or reject any item or combination of items. The Town also reserves the right to seek additional information and revised proposals prior to selection of a Consultant through written notice to all of the respondents.

A Project Briefing Session to address Consultants' questions and provide access to relevant Town plans and studies will be held in the Arlington Town Hall on August 22, 2024 at 1:00 p.m. To confirm your attendance at the project briefing session, please contact Claire V. Ricker, AICP, at 781 316-3092 or by email at cricker@town.arlington.ma.us. Questions and/or comments may be submitted to Mary Ellen De Natale, Purchasing Agent, at mdenatale@town.arlington.ma.us /781 316-3003 by 4:00 p.m. on September 4, 2024. Responses to questions, including those raised at the briefing session, will be posted to the Town's website www.arlingtonma.gov/purchasing as an addendum to the RFP. Finalist interviews will be held the week of October 7, 2024.

Responses to the RFQ are due by 2 p.m. on September 22, 2024. Facsimile and/or emailed responses will not be accepted. All responses should be submitted to:

Mary Ellen De Natale, Purchasing Agent
Town Manager's Office/Purchasing Department
Town Hall Annex 2nd floor
730 Massachusetts Avenue
Arlington, MA 02476

If it is determined to be necessary, any interviews with prospective Consultants will be scheduled in early October 2024.

IX. PROJECT FUNDING

Consultants must complete the attached Price Proposal Form under separate cover. Project fees must be provided for each Project Component of work as described in the Scope of Services. Fees shown will include all costs and expenses (copying, mileage, photographs, maps, etc.) to complete the Scope of Services defined in this RFP. Also, the selected Consultant will be required to submit invoices identifying

hours, expenses and total cost by specific tasks. The final contract scope, price and fee will be negotiated with the highest ranked responder.

X. REQUIRED FORMS

All required forms must be submitted with the proposal.

- A. Certificate of Non-Collusion
- B. Certificate of Tax Compliance
- C. Price Proposal Form

Note: The Town of Arlington Standard Contract Document and Standard Contract General Conditions, along with the ARPA Contract Addendum, are attached hereto for informational purposes. Proposers should not submit these form with their proposals.

CERTIFICATE OF NON-COLLUSION FORM
TOWN OF ARLINGTON
MASTER PLAN UPDATE
RFP #24-44

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

Signature of Individual Submitting Bid or Proposal

Name of Individual Submitting Bid or Proposal

Name of Business

Date

BY STATE LAW THIS NON-COLLUSION FORM MUST BE SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL.

CERTIFICATE OF TAX COMPLIANCE FORM
TOWN OF ARLINGTON
MASTER PLAN UPDATE
RFP #24-44

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature and Title of Individual or
Responsible Corporate Officer

BY STATE LAW THIS CERTIFICATE OF TAX COMPLIANCE FORM MUST BE SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL.

PRICE PROPOSAL FORM
(To be place in a separate sealed envelope)
Town of Arlington, MA

RFQ #24-44 – Master Plan Update
Arlington, MA 02476

AWARDING AUTHORITY: Town Manager
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

PROPOSER:

PROJECT: RFP #24-44 Master Plan Update

Proposed Price (in words): _____

Proposed Price (in figures): \$_____

Please attach estimated budget and breakdown by planning element of professional service fees, assigned project staff and hourly billing rates of staff.

Signed Title

Print Name Date Signed



TOWN OF ARLINGTON
STANDARD CONTRACT DOCUMENT

Contract ID:

Contractor Legal Name (and d/b/a):	Town Department: Department Head:
Contractor Address:	Town Department Mailing Address:
Contractor Vendor ID (if applicable):	Billing Address (if different):

Account	Fund	Department ID	Project	Not to Exceed Amount:	Actual Amount
				\$	\$

Scope of work and contract details

Contract Start Date	Contract End Date	Option to Renew (Y/N)	Renewal Years

<p style="text-align: center;">Town Comptroller</p> <p>APPROVED AS TO THE AVAILABILITY OF APPROPRIATION PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS</p>	<p style="text-align: center;">CONTRACTOR</p> <p>AGREES TO PROVIDE THE GOODS OR SERVICES IN ACCORDANCE WITH THE CONTRACT</p>	<p style="text-align: center;">Awarding Authority/Official (ATTACH LETTER OF AWARD)</p>
\$	Title:	
Signature:	Signature:	Signature:
Date:	Date:	Date:
APPROVED AS TO FORM		
Signature:		
Town Counsel		



TOWN OF ARLINGTON
STANDARD CONTRACT GENERAL CONDITIONS

Article 1. Definitions.

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 “Town” shall mean the Town of Arlington, Massachusetts.

1.1.2 “Contract” and “Contract Documents” shall include, in the following hierarchy of document precedence, as applicable: the Town’s Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor’s responses including Contractor Certifications and Applications, excluding any language stricken by Town as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 “Contractor” shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 “Official” shall mean the awarding authority/officer acting on behalf of the Town in the execution of the Contract.

Article 2. Performance.

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from Town premises and replace all individuals in the Contractor’s employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 Town is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the Town. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from Town.

Article 3. Acceptance of Goods and Services.

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, and goods and deliverables provided to and accepted by Town. The Town shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

Article 4. Time.

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

Article 5. Compensation.

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the Town in accordance with the specific terms and conditions of a Contract, and Town shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or related expenses, the Contractor may submit such proposed expenses to the Official for approval prior to the incurrence of such expenses. Such expenses shall be reviewed on a case-by-case basis. Nothing herein shall be construed to require the Town to reimburse the Contractor for the expenses described in this Section.

5.5 The Contractor shall furnish any information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

Article 6. Relationship with the Town.

6.1 The Contractor is retained solely for the purposes set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no authority to involve the Town in any contract or to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the Town specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the Town. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 Any amendments to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the Town Comptroller. The Town's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

Article 7. Assumption of Loss and Liability.

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the Town.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the Town, its officers, agents or employees, with counsel acceptable to Town, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

Article 8. Remedies of the Town.

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the Town

until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The Town otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

Article 9. Remedies of the Contractor.

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the Town.

Article 10. Prohibition Against Assignment.

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

Article 11. Compliance with Law and Public Policy.

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 Where applicable, the Contractor shall take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance. The Contractor shall name the Town as an additional insured on the policies described in this Section. The Town's insurance requirements are further described in the Insurance Addendum to this Contract.

11.5 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, sex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.6 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any Town officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct and substantial interest.

11.7 The Contractor shall keep himself fully informed of all Town Bylaws, any regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such bylaws, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative

determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the Town, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Town, to the extent the Prevailing Wage Law is applicable.

11.12 The Contractor shall comply with the Town's Bylaws for any contract awarded pursuant to M.G.L. c.149 or M.G.L. c.30, sec. 39M et. seq., and as may be amended from time to time.

Article 12. Contract Subject to Appropriation.

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other Town representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the Town Comptroller's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the Town Comptroller as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the Town Comptroller. In the event of any decrease in the amount certified, the Contractor shall be compensated for services

rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

Article 13. Release of Town on Final Payment.

13.1 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

Article 14. Public Records and Access.

14.1 This Contract is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Contract shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the Town for a period not shorter than required said Municipal Retention Schedule.

14.2 The Contractor shall provide full access to records related to performance and compliance to the Town for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Article 15. State Taxation Certification.

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced law).

Article 16. Monies Owed to Town.

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Town Treasurer and Collector may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the Town of Arlington which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Town Treasurer and Collector may apply any amount owing and payable to the Contractor to satisfy any monies owed to the Town.

Article 17. Prohibition Against Bid Collusion.

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Article 18. Choice of Law.

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

Article 19. Effective Date and Signatures.

19.1 This Contract shall be effective upon the date signed by the parties on the Town's Standard Contract Document.



INSURANCE ADDENDUM

THIS INSURANCE ADDENDUM (“Insurance Addendum”) is hereby incorporated by reference into the Town’s Standard Contract General Conditions.

1. Scope and term.

- a. The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
- b. The Contractor shall name the Town as an additional insured on the policies required and shall specifically refer in the certificates to this Contract and shall state that insurance is as required by this Contract. The description of each coverage listed on the certificates shall include an appropriate means of identification. The Contractor shall not commence the work until proof of compliance with this Section has been furnished to the Town.
- c. Not later than the commencement date of the Contract, and annually thereafter for the term of this Contract or any extension thereof, Contractor shall furnish the Town with certificates of insurance evidencing coverages set forth below in Section 1, and evidencing the Town’s additional insured status. Such certificates shall contain a provision providing the Town thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days’ notice if cancellation is due to nonpayment of premiums.

2. Requirements. The Contractor shall maintain the following policies consistent with Section 1 of this addendum with carriers having an A.M. Best credit rating of A-VIII (or better). The required insurance policies shall include all major divisions of coverage and shall be on a comprehensive general basis including premises and operations (including X-C-U), and owned, non-owned, and hired motor vehicles. Such insurance shall be written for not less than the limits of liability required by law, or the limits set forth below, whichever are greater.

1	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
2	General Liability	
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
	Aggregate	\$2,000,000
3	Property Damage	
	Each Occurrence	\$2,000,000

	Aggregate	\$2,000,000
4	Automobiles and Trucks (all owned, non-owned, hired and leased)	
	Each occurrence – combined single limit	\$1,000,000
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
5	Excess Umbrella Coverage	\$5,000,000
6	Workers Compensation	As required by Massachusetts General Law

3. **Remedies.** The Town reserves the right to pursue any remedies available at law or in equity for the Contractor’s failure to comply with the requirements set forth in this addendum.
4. **Waiver.** The Contractor agrees to waive all claims against the Town, its officers, agents or employees for any injury or death sustained by Contractor’s officers or employees, or for damage to its vehicles or equipment arising out of work contemplated by this Contract. The Contractor and all subcontractors shall waive subrogation rights against the Town for all losses.
5. **Notice of Occurrence.** Notice of Occurrence shall be given to the Town at the following addresses:

Town of Arlington
c/o Town Manager
730 Massachusetts Avenue
Arlington, MA 02476

With a copy to:

Town Counsel
50 Pleasant Street
Arlington, MA 02476

Town of Arlington
Addendum to the Standard Contract General Conditions
for Projects Receiving American Rescue Plan Act Funding

INTRODUCTION

Notice: The Contract / Agreement to which this addendum is attached is made using federal assistance provided to the Town of Arlington ("Town" or "Owner"). The following contractual provisions are hereby incorporated into the Contract. In the event of any conflict between the below provisions and other provisions of this Contract / Agreement, the provisions in this Addendum shall control. In the event of any inconsistency between the Davis-Bacon Wage Rates and any prevailing wage rates published by the Commonwealth of Massachusetts and applicable to this Contract / Agreement, the higher of the two wages shall apply.

TERMINATION FOR CAUSE AND CONVENIENCE

Where Contract exceeds \$10,000.00, the Owner may terminate this Contract by providing the Contractor and the Surety with ten (10) days written notice specifying the reasons for termination, as outlined below:

- A. Violation of any of the provisions of this Contract by the Contractor or any of their subcontractors;
- B. A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract;
- C. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established.

In the event of any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and their Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances and plants as may be on the site of the work and necessary therefore.

If the Owner determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the Owner may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the Owner shall provide written notice of termination to the Contractor, and the Contractor shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the Owner shall pay the Contractor for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Contractor shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

BYRD ANTI-LOBBYING; COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. § 3145)

A. BYRD ANTI-LOBBYING AMENDMENT

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further understands and acknowledges that it shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

B. BYRD ANTI-LOBBYING AMENDMENT: REQUIRED CERTIFICATION FOR AWARDS EXCEEDING \$100,000

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s authorized official

Date

Name (printed)

Date (printed)

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Contractor certifies that neither Contractor nor any employer or subcontractor is a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

Contractor acknowledges and understands that, in performing the work specified under this contract, Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216);

Contractor certifies that it shall not procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment;
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CLEAN AIR ACT

Contractor shall comply with all applicable standards, order regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor further acknowledges and understands that Contractor shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

END OF SUPPLEMENTAL CONDITIONS