

TOWN OF ARLINGTON, MA
REQUEST FOR PROPOSALS (RFP)

RFP #25-56 – Skating Lessons

August 14, 2025

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Appendix A – Town of Arlington Standard Contract Document

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

The Town of Arlington, Massachusetts, (the “Town”) seeks proposals from qualified individuals or firms with experience providing **skating lessons for ages 4-18**. The contract will be for a period of one year with the option to renew, at the sole discretion of the Town, for two additional years in one-year increments.

A copy of this Request for Proposals (RFP) is available via electronic download from the Town of Arlington’s website arlingtonma.gov/purchasing.

Proposals will be received no later than **August 28, 2025, at 2:00 p.m.** in the **Office of the Town Manager/Purchasing Department, Town Hall Annex – 2nd floor, 730 Massachusetts Avenue, Arlington, MA 02476**. Proposals delivered after the appointed date and time will not be considered.

Proposals must be submitted in a single outer envelope, properly marked, containing two additional separate sealed envelopes, also properly marked, one containing the technical (non-price) proposal and the other containing the price proposal.

The outer envelope shall be marked with the name and address of the proposer and the words **“RFP #25-56 Skating Lessons”**. **Two (2) hard copies** of the technical proposal and one (1) electronic copy of said technical proposal on a USB flash drive shall be sealed in an inner envelope marked with the name and address of the proposer and the words **“RFP #25-56 Skating Lessons – Technical Proposal”**. One (1) hard copy of the price proposal shall be sealed in a separate inner envelope marked with the name and address of the proposer and the words **“RFP #25-56 Skating Lessons – Price Proposal.”** All hard copies of the technical and price proposals shall be printed double-sided wherever possible. Proposers should avoid three-ring binders and non-recyclable materials when assembling their proposal packages.

The proposer shall make no reference to price in the technical proposal. Failure to adhere to this requirement shall result in rejection of the proposal.

A proposer may modify or correct its original proposal, or withdraw it all together, **in writing**, delivered to the Purchasing Department on or before the proposal deadline **in a sealed envelope** clearly marked with the name and address of the proposer, the RFP name and number, and either the word “modification”, “correction” or “withdrawal”. Any modifications, corrections or withdrawals submitted after the deadline will be returned to the proposer unopened.

Questions about, or requests for clarification of information contained in, the RFP may be submitted to the Town Purchasing Agent at mdenatale@town.arlington.ma.us, **no later than Thursday, August 28, 2025, at 2:00 p.m.** Responses to these questions or requests for clarification, and any supplemental instructions, will be in the form of written addenda issued via

the Town's website arlingtonma.gov/purchasing. **It is the sole responsibility of proposers to ascertain the existence of and to obtain any and all such addenda from the Town's website.** Proposers should acknowledge in their proposal receipt of any and all addenda. Failure to do so may result in rejection of the proposal as non-responsive.

Each proposer shall be presumed to have read and be thoroughly familiar with the RFP and any and all addenda thereto. Unfamiliarity with these documents shall in no way relieve any proposer of any obligation with respect to the proposal submitted.

Each proposer shall be presumed to be familiar with all state, local and other laws relating to the services described herein.

By responding to this RFP, proposers acknowledge their acceptance of all sections and requirements of the RFP. The RFP and the successful proposal will become part of the final contract; therefore, the proposer should not make claims that they are not prepared to commit to contractually.

Any proposal that is incomplete, conditional or obscure will be rejected. No award will be made to any proposer who cannot satisfy the Town that it has sufficient ability and capital to meet the requirements of the RFP. The Town's decision or judgment on these matters shall be final, conclusive and binding.

Any proposal that does not include a signed Certificate of Non-Collusion, contained herein, shall be automatically rejected, in accordance with Massachusetts General Laws.

All materials submitted by proposers in response to this RFP shall become the property of the Town of Arlington and part of the public record, subject to the disclosure provisions of the Massachusetts Public Records Law.

All costs involved in preparing the Proposal will be borne by the Proposer.

The Town shall award one contract for the services specified in this RFP to the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration all quality requirements and comparative criteria set forth in this RFP as well as price. The Town will seek to ensure that a reasonable and equitable fee will be paid for a high quality of service. The selection will not be based solely on the lowest cost. Qualitative factors that bring additional value to these services will be considered.

The contract shall be for the fall and winter 2025-2026 season. The Contract may be renewed for two additional years, in one-year increments, at the sole discretion of the Town.

All individuals employed by the vendor and assigned to this contract must pass CORI and SORI background checks at no additional cost to the Town.

A contract will be awarded within forty-five (45) days of the proposal due date unless the award date is extended by consent of all parties concerned. The Town shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

The Town reserves the right to cancel this RFP or to reject any and all proposals, in whole or in part, when it is in the best interests of the Town so to do.

KEY DATES

- | | |
|-----------------|---|
| August 7, 2025 | RFP advertised. |
| August 21, 2025 | Questions due no later than 12:00 Noon to Town Purchasing Agent Mary Ellen De Natale via email at mdenatale@town.arlington.ma.us and using an attached Word document. |
| August 25, 2025 | Responses to questions, if any, will be posted to the Town's website arlingtonma.gov/purchasing in the form of an addendum. |
| August 28, 2025 | Proposals due no later than 2:00 p.m. |

II. SCOPE OF SERVICES

The Town of Arlington is seeking the services of an individual or firm to provide skating lessons as part of the Recreation Department's program offerings. These programs may include, but are not restricted to, lessons offered to ages 4-18 in the fall and winter seasons. Lessons will take place on Wednesday afternoons from 3:00 to 3:50 p.m. and Saturdays from 10:40 to 11:30 a.m. The duration of each session shall be a minimum of 5 weeks and a maximum of 10 weeks. The precise schedule of lessons offered will be set by mutual agreement between the Recreation Department, the ice arena, and the vendor.

The Recreation Department reserves the right to set course fees but will discuss the fees with the vendor. The Recreation Department also reserves the right to cancel classes due to lack of enrollment or interest. The Recreation Department will provide an adequate indoor ice arena for these programs and will be responsible for advertising all programs, registering participants, and collecting all fees. In some cases, participants in other Recreation Department programs such as afterschool may participate in programs offered by the vendor and use the ice time paid for by the vendor.

The Town may, at its sole discretion, renew the contract for two additional years, in one-year increments.

Requirements of the Contract

- The Recreation Department requires that all contracted staff assigned to this program, whether paid or volunteer, pass CORI and SORI background checks, at no additional cost to the Town of Arlington. The vendor shall submit the names, addresses, and dates of each such individual at least 10 days before that individual begins their assignment.
- The Recreation Department also requires that all contracted staff assigned to this program, whether paid or volunteer, possess valid CPR and First Aid Certification. The vendor shall provide documentation of said certifications for each individual at least 10 days before that individual begins their assignment.
- The selected vendor will accept all properties, facilities, and equipment “as is” in their present condition. The Contractor shall, at its own expense, maintain the grounds, gym and any other rooms or facilities used for the program in a neat and orderly fashion and return them to the condition they were found in. If not maintained, the Town may add custodial services and grounds maintenance services to a charge against the program. The Contractor will be solely responsible for damages other than normal wear and tear caused by participants of the program utilizing the Town’s facilities.
- The selected vendor shall operate the program in accordance with the policies and procedures of the Recreation Department, the Town Manager, and the Arlington Select Board.
- The selected vendor for this contract shall provide a minimum of two scholarships per program session for individuals who meet the Town of Arlington’s scholarship criteria.
- All invoices must be submitted to:
Arlington Recreation Department
Attn: Program Supervisor
17 Irving Street
Arlington, MA 02476

Payment shall be made by the Town upon successful completion of each session.

III. QUALITY (MINIMUM) REQUIREMENTS

In order to be considered for further evaluation, the proposer must first meet the following minimum requirements. Proposals that do not meet the minimum requirements will be rejected.

1. Student to Staff Ratio
 - a. At a minimum the student to staff ratio shall not exceed 10:1.
2. Supervisory Staff

- a. There must be a minimum of two supervisory staff in attendance per class
 - b. Must possess a minimum of 5 years of teaching/coaching experience
 - c. Must possess a minimum of 2 years of supervisory experience
 - d. Must possess valid CPR & First Aid Certification
3. Teaching Staff:
- a. Must possess a minimum of 2 years of teaching/coaching experience
 - b. Must be at least 16 years of age
 - c. Must possess valid CPR & First Aid Certification
4. CORI and SORI Background Checks
- a. Proposer must agree to background checks as described in Section II

IV. CONTENTS OF THE TECHNICAL (NON-PRICE) PROPOSAL

The technical proposal must contain all of the following components:

1. Table of Contents
2. Letter of Transmittal, signed by the official(s) legally authorized to sign on behalf of the proposer and to contractually bind the proposer, and including acknowledgement of all addenda, if any, and a statement that the proposal is in accordance with this RFP, that the proposer has read and understands all sections and provisions thereof, and that the proposer can meet the minimum requirements specified in Section III.

Please repeat in your technical proposal each enumerated item below, in the order in which it appears herein, and provide a response to that item immediately thereafter.

3. Provide a description of your experience providing karate lessons, including number of years you have been engaged in this work, number of staff, and number and description of similar contracts in the past five years.
4. Identify the programs you propose to offer, by age group and duration per session.
5. Describe your staffing plan for each program.
6. Provide resumes of proposed staff, including years of teaching/coaching experience, years of supervisory experience, if any, and certifications.
7. Provide the name, address and telephone number of at least three (3) references for whom you have provided similar programs.
8. **Properly completed Certificate of Non-Collusion and Certificate of State Tax Compliance (see next page). Failure to submit the Certificate of Non-Collusion will result in rejection of the proposal.**

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this response 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

**FAILURE TO INCLUDE THIS CERTIFICATE IN THE TECHNICAL PROPOSAL
WILL RESULT IN REJECTION OF THE PROPOSAL**

CERTIFICATE OF STATE TAX COMPLIANCE

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 Consultants, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature and Title of Individual or
Responsible Corporate Officer

Name of Business

V. **PRICE PROPOSAL**

1. Price Proposal must be signed by the person(s) legally authorized to sign on behalf of the proposer and to contractually bind the proposer and placed in a sealed envelope clearly marked in the manner set forth in Section I. **Proposers must make no mention of price in the technical proposal, and the technical and price proposals must be contained in separate envelopes.**
2. The Town reserves the right to increase program fees to cover indirect program costs, such as rental fees and administrative costs.
3. The Offeror shall submit the Price Proposal in terms of percentage price head. The Town of Arlington's share shall be no less than 40% of the publicized/end cost to the participant.

Proposed Percentage Price Per Head

_____ % of Gross to the Town of Arlington

_____ % of Gross to the Contractor

AUTHORIZED
SIGNATURE:

PRINT NAME:

TITLE:

COMPANY NAME:

STREET ADDRESS:

CITY or

TOWN/STATE/ZIP

TELEPHONE:

EMAIL:

DATE SIGNED:

VI. COMPARATIVE EVALUATION CRITERIA

Proposals that meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria: Advantageous (A), Not Advantageous (i.e., meets minimum requirements) (NA), or Unacceptable (U). The Town reserves the right to ask any respondent to provide additional supporting documentation in order to verify the response. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

COMPARATIVE EVALUATION CRITERIA

CRITERION 1: STAFFING

A	Two supervisory staff in attendance with more than 5 years teaching/coaching experience and more than 2 years supervisory experience and teaching staff with more than 2 years of teaching/coaching experience
NA	Two supervisory staff in attendance with 5 years teaching/coaching experience and 2 years supervisory experience and teaching staff with 2 years of teaching/coaching experience.
U	Less than 2 supervisory staff in attendance and/or supervisors with less than 5 years teaching/coaching experience and/or less than 2 years of supervisory experience, and/or teaching staff with less than 2 years of teaching/coaching experience.

CRITERION 2: STUDENT TO STAFF RATIO

A	8:1 ratio of students to staff
NA	10:1 ratio of students to staff
U	Greater than 10:1 ratio

CRITERION 3: PROGRAMMING

A	Offers programing for ages 4-18
NA	Offers programing for 4-10 or 11-18

VII. PROPOSAL EVALUATION PROCESS

All technical (non-price) proposals will be reviewed by the Town Manager or his designee(s). Final selection will be based on an analysis of the information and materials required under the RFP, including information obtained by direct contact with references.

Each proposal that meets the Quality Requirements will be evaluated based on the Comparative Evaluation Criteria. The Town Manager, or his designee(s), will assign a rating of highly advantageous, advantageous, not advantageous or unacceptable to each Comparative Evaluation Criterion and a composite rating to each proposal.

References will be asked about their overall impression of the proposer's quality of services. The Town reserves the right to contact current or past clients not submitted by the proposer and to conduct independent research on proposers. Poor references may be used as a basis for determining that a proposer is not responsible. The Town can and will act as its own reference.

The Town may request that supplementary information be furnished by proposers to assure the Town that a proposer has the capability to perform fully the contract requirements and the integrity and reliability which assures good faith performance

After evaluation of the technical proposals is complete, the price proposals will be opened. The Town will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, references and price. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal.

The Town reserves the right to reject any and all proposals if it determines that rejection serves the best interests of the Town so to do.

VIII. Contract Terms and Conditions

The Town of Arlington Standard Contract, including General Conditions and Insurance Addendum, is attached hereto as Appendix A. The successful proposer will be bound by all terms and conditions thereof; the Town will not accept a proposer's terms and conditions.

APPENDIX A

CONTRACT DOCUMENTS

Town of Arlington Standard Contract Document

Town of Arlington Standard Contract General Conditions

Insurance Addendum to the Town's Standard Contract General Conditions



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>
<p>\$</p>	<p>Title:</p>	
<p>Signature:</p>	<p>Signature:</p>	<p>Signature:</p>
<p>Date:</p>	<p>Date:</p>	<p>Date:</p>
<p>APPROVED AS TO FORM</p>		
<p>Signature:</p>		
<p>Town Counsel</p>		



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