



## **TOWN OF ARLINGTON, MA**

### **REQUEST FOR PROPOSALS (RFP)**

**RFP #25-62**

**Cleaning Services – Ottoson Middle School & Arlington High School**

**November 6, 2025**

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## I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

The Town of Arlington, Massachusetts, (the “Town”) seeks proposals from qualified firms to provide cleaning services in the Town’s middle school and high school. The initial contract term will be for a period of five and a half months with the option to renew, at the sole discretion of the Town, for two additional terms in 12-month increments.

A copy of the Request for Proposals (RFP) is available for download from the Town of Arlington’s website [arlingtonma.gov/purchasing](http://arlingtonma.gov/purchasing).

Proposals will be received no later than **November 20, 2025, at 2:00 p.m.** in the **Office of the Town Manager/Purchasing Department, Town Hall Annex – 2<sup>nd</sup> 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 #25-62 Cleaning Services – Ottoson Middle School & Arlington High School**”. **Three (3)** paper 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 #25-62 Cleaning Services – Ottoson Middle School & Arlington High School – Technical Proposal**”. One (1) paper copy of the price proposal shall be sealed in a second inner envelope marked with the name and address of the proposer and the words “**RFP #25-62 Cleaning Services – Ottoson Middle School & Arlington High School – Price Proposal.**” All hard copies of the technical and price proposals shall be printed double-sided wherever possible.

**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 their 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’s Purchasing Agent at [mdenatale@town.arlington.ma.us](mailto:mdenatale@town.arlington.ma.us), **no later than**

**Friday, November 14, 2025, at 4:00 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](http://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.

**A mandatory pre-proposal conference** will be held at **11:00 a.m. on Thursday, November 13, 2025**. An opportunity to visit both sites will be provided. Attendees shall meet inside the main lobby of Arlington High School at 869 Massachusetts Ave, Arlington, MA.

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 term will be for an initial period beginning on or about December 15, 2025, and ending May 31, 2026. The Town reserves the right, at its sole discretion, to renew the contract for two additional terms in one-year increments (June 1, 2026 – May 31, 2027, and June 1, 2027 – May 31, 2028.)

A contract will be awarded as soon as possible but no later than **thirty (30) days** after 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 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

Nov 6, 2025	RFP advertised.
Nov 13, 2025	Pre-proposal conference at 11:00 a.m.
Nov 14, 2025	Questions due no later than 4:00 p.m. to Town's Purchasing Agent Mary Ellen De Natale via email at <a href="mailto:mdenatale@town.arlington.ma.us">mdenatale@town.arlington.ma.us</a> and using an attached Word document.
Nov 17, 2025	Responses to questions will be posted to the Town's website <a href="http://arlingtonma.gov/purchasing">arlingtonma.gov/purchasing</a> .
Nov 20, 2025	Proposals due no later than 2:00 p.m.
Dec 1, 2025	Approximate date of Notice of Award.
Dec 15, 2025	Approximate contract start date.

## II. SCOPE OF SERVICES

### 1. Location

The contract is for cleaning services at the following public schools in Arlington, MA:

- Ottoson Middle School, 63 Acton Street, Arlington, MA
- Arlington High School, 869 Massachusetts Avenue, Arlington, MA

### 2. Qualifications of Contractor's Personnel

Personnel must be experienced, qualified cleaners. Prior to award, the selected contractor must provide a list of names, experience, CORI and SORI forms and duration of employment of all employees to be assigned to this project. Any personnel who fail the CORI or SORI application will not be allowed to work under this contract. The day-to-day supervisor of each

shift must have oral and written communication skills in the English language. Contractor shall provide a written certification that all employees are legally authorized to work in the United States. The contractor shall furnish the Town's Supervisor of Custodians with a list of names and emergency telephone numbers of contractor's on-site supervisors at the beginning of the contract and an updated list whenever changes occur.

### **3. Method of Payment**

The selected contractor shall submit invoices to the Town of Arlington Facilities Department on a monthly basis. Invoices must be itemized by building. Payment will be subject to verification of actual work completed. No payment will be made if in the opinion of the Facilities Director the work was not completed in accordance with the scope of services as specified herein.

### **4. Hours of Operation**

Work shall be conducted between the hours of 3:00 p.m. and 11:00 p.m., Monday through Friday, in accordance with the 2025-2026 Arlington Public Schools Calendar, and between the hours of 7:00 a.m. and 3:00 p.m. during school vacation weeks in December, February and April. The contractor shall provide twenty-four (24) person-hours during each daily work shift at Ottoson Middle School and forty (40) person-hours during each daily work shift at Arlington High School.

### **5. Supplies and Equipment**

The Town will be responsible for providing each building with consumable items such as toilet paper, paper towels, hand soap, and general cleaning supplies and chemicals such as dust mops, wet mops and handles, microfiber cloths, and other soft supplies.

The **contractor** is obligated to supply all power equipment needed at each location, including but not limited to vacuums, auto scrubbers, floor buffers, and all janitorial carts, rolling barrels, and Personnel Protective Equipment (PPE). A minimum of one auto scrubber at each school is required. Prior to executing, the contractor must affirmatively demonstrate that they are properly equipped and able to provide cleaning services to the buildings assigned, and that they have a warehouse completely stocked with normal cleaning equipment sufficient to service this contract. On-site inspection of warehouse facilities may be carried out by the Director of Facilities, or his designee, at his direction.

### **6. Holidays**

No work is required on those holidays where Arlington custodial staff is not present.

### **7. Special Requirements**

The Town of Arlington reserves the right to add special cleaning requirements. These special requirements will be offset by a reduction in daily duties to compensate for the additional work. There will be no change in contract price unless specifically negotiated by the Director of Facilities and agreed to in writing by the Town Manager.

The Director of Facilities or his designee will maintain a daily list of incomplete work, if any. This list must be reviewed daily by the contractor's supervisory personnel in order to ensure quality service to the building.

The school buildings are used on a regular basis for events during evening hours. The contractor will be required to perform cleaning services as required with minimal disruption to these events.

Unauthorized use of cell phones, telephones, computers, radios, televisions and all other public and private equipment is strictly prohibited and will be grounds for dismissal of personnel.

No smoking is allowed by any employee of the contractor in any facility during the execution of work by the contractor. Smoking is not allowed on the grounds of any school building in Arlington.

The contractor shall comply with the School's Recycling Initiative with regard to the separation and disposal of recyclable materials in Town facilities.

Uniforms are required. Collared shirt with the contractor's company logo and ASTM certified slip resistant footwear are mandatory.

**All cleaning staff will be required to report for work unless a state of emergency is declared by the Governor of Massachusetts. Staff will be required to report to work one hour after the state of emergency has been lifted.**

## **8. Cleaning Standards of Workmanship**

- a. Floor sweeping: A satisfactory or acceptably swept floor shall have no dust streaks, marks, or dirt in corners, below radiators, behind doors or under furniture. Furniture or other equipment moved during sweeping shall be replaced. Wall bases, equipment, doors and furniture shall not be disfigured by sweeping mop or broom. After sweeping, the room must appear orderly and well attended. Sweeping may be accomplished and dirt removed by use of a vacuum cleaner, sweeping with a brush or broom, or by use of a dry or treated sweeping mop of the proper design.
- b. Damp Mopping: A satisfactory or acceptably damp-mopped floor presents a clean appearance and should be free from streaks, smears, dirt, residue, and water. Damp mopping is accomplished by using cotton mops, detergent solution and clean water.
- c. Scrubbing: A satisfactory or acceptably scrubbed floor is a floor without embedded dirt, cleaning solution, film, stains, marks or water.
- d. Polish or Wax Removal: Satisfactory or acceptable polish or wax removal is accomplished when surfaces, including wall bases, have all floor finishes or waxes removed, as well as all tape and adhesives, if any, and the surface has been rinsed with clean water and a neutralizer. The floor should be clean, uniform in appearance and free

of streaks, spots and standing water. **The Town supplies all floor strippers and stripping pads.**

- e. Polishing or waxing: A minimum of 4 liberal coats of floor finish with ample drying time between coats is required. **The Town supplies all floor finishes.** The floor will be clean and bright in the corners and under furniture as well as in all other areas. No wax or floor finish will be applied to or allowed to remain on wall bases.
- f. Dusting: A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oil streaks, and stains from contact with oily dusters. The dust must be removed, not scattered around the room.
- g. Plumbing Fixtures and Toilet Rooms: Acceptably cleaned toilet room fixtures and rooms have no objectionable odors. Toilet bowls, washbowls, and urinals will be clean and bright without soap film. There shall be no markings on walls or fixtures. Floors, wainscoting, and partitions shall be clean and bright. All metal fixtures and other hardware and adjacent surfaces shall be clean and bright. Mirrors shall be clean.
- h. Glass Cleaning: Glass is satisfactorily or acceptably cleaned when the glass surface is without streaks, film, deposits, or stains, and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.
- i. Metal cleaning: Metal is acceptably and satisfactorily cleaned when all surfaces are without deposits or tarnish, and it has a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.
- j. Spot Cleaning: A surface adequately and acceptably spot cleaned has been substantially cleaned of recent or new dirty handprints, coffee stains, or other soiling.
- k. Bathroom Wall Washing: Bathroom ceramic and hard finish wall washing, to be acceptably accomplished, must be bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.
- l. Light Fixture and HVAC Diffusers, Grills, and Vents Cleaning: Light fixtures are acceptably and satisfactorily cleaned when all components including bulbs, shades, grilles, and tubes are free of dust, insects, dirt, lint, film and streaks. All articles removed for cleaning must be replaced immediately. HVAC vents should be vacuumed with a brush or attachment or dusted with a static duster.
- m. Vacuuming Rugs: Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the surface is free of dirt, dust, stains, spots, and other deposits. When spots or stains appear, they will be removed from the rugs by the dry cleaning or dry suds method, or other approved method, without causing damage to the carpet or rug.

## 9. Overview of Services

- a. Areas and Schedule
  - i. All areas to be cleaned on second shift (3:00 p.m. – 11:00 p.m.) schedule
  - ii. Areas to be cleaned
    - All Stairs and Entryways
    - Classrooms
    - Offices
    - Rest Rooms

- Conference rooms
- Break rooms

iii. Summer Schedule\*

The number of weekly hours to be provided by the contractor shall not change during the summer. During the summer, tasks included in the cleaning specifications will be altered to accommodate the department's cleaning needs, for example, moving furniture, stripping and waxing floors, and the like. The cleaning times during the summer will be 7:00 a.m. to 4 p.m. at Ottoson Middle School; the hours of operation at Arlington High School will remain unchanged (3:00 p.m. to 11:00 p.m.)

\* See Arlington Public Schools Calendar

b. General Cleaning Expectations

i. Rest Rooms

- Dispensers: All dispensers shall be filled when required; stock to be provided by the Arlington Public Schools. Dispensers shall be free of dust and soil.
- Fixtures and Hardware: Shall be free of dust and soil. Brightwork shall be visibly and uniformly clean and polished to a streak-free shine.
- Sinks: Shall be free of soil, dust and soap residue, and mineral deposits
- Mirrors: Shall be free of dust and soil. Mirrors and surrounding framework where applicable shall be streak-free and uniformly clean.
- Toilets and Urinals: Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and mineral deposits. These fixtures shall appear visibly and uniformly clean.
- Partitions: Shall be free of dust, soil, graffiti, and organic matter. Partitions shall appear visibly and uniformly clean.
- Waste Containers: Contents shall be removed from waste containers and can liners replaced. Inside and outside of container shall be disinfected. Containers shall be visibly and uniformly clean with no offensive odor.
- Walls and Doors: Shall be free of dust, soil and graffiti. Ceramic walls, metal kick plates, handles and push plates on doors shall be polished and uniformly clean.
- Floors and Cove Base: Shall be free of dust, dried soil, organic matter, gum, stains and debris. Floors will be cleaned with a disinfectant cleaner.
- Air Vents: Shall be free of dust. They shall appear visibly and uniformly clean.
- Windows and Window Sills: Glass shall be free of soil, fingerprints and tape. This also applies to framework and sills. They shall appear visibly and uniformly clean.
- Light Fixtures and HVAC diffusers, grills, and vents : Shall be free of dust and soil.

<b>REST ROOM CLEANING FREQUENCIES</b>		
<b>Assignment</b>	<b>Frequency</b>	<b>Days</b>
Remove trash/replace liners	1xdaily	Mon -Fri
Clean & disinfect toilets/urinals	1xdaily	Mon -Fri
Clean & disinfect sinks	1xdaily	Mon -Fri
Clean & polish mirrors	1xdaily	Mon -Fri
Clean & re-fill dispensers	As needed	
Sweep and mop wash floors	1xdaily	Mon -Fri
Clean and polish stainless steel receptacles	As needed	
Spot clean partitions	1xdaily	Mon -Fri
Clean all HVAC diffusers, grills, and vents	weekly	

ii. Stairs

- Stair Treads and Risers: Shall be free of dust, dirt, debris, gum, and stains. Stair treads and risers shall appear visibly and uniformly clean.
- Railings: Shall be free of dust and dirt. Railings shall be washed with a disinfectant cleaner and be free of all chemical residue.
- Stair Landings: Shall be free of dust, dirt, debris, gum, and stains. Walls and Doors: Shall be of free of dust, soil and graffiti. Walls, metal kick plates, handles and push plates on doors shall be polished and uniformly clean.
- Windows and Window Sills: Glass shall be free of soil, fingerprints and tape. This also applies to framework and sills. They shall appear visibly and uniformly clean.
- Light Fixtures and HVAC diffusers, grills, and vents: Shall be free of dust and soil. Lights shall be changed as needed with bulbs provided by the Town.

<b>STAIRWELL CLEANING FREQUENCIES</b>		
<b>Assignment</b>	<b>Frequency</b>	<b>Days</b>
Sweep/vacuum all stairs	1xdaily	Mon-Fri
Wash Stairs	3xweek	M-W-F
Wipe rails and window sills	1xweek	Mon

iii. Classrooms/Office Space:

- Waste Containers: Contents shall be removed from waste container and can liners replaced. Inside and outside of container shall be disinfected. Containers shall be visibly and uniformly clean with no offensive odor.
- Walls and Doors: Shall be of free of dust, soil and graffiti. Walls, metal kick plates, handles and push plates on doors shall be polished and uniformly clean.
- Floors and Cove Base: Shall be free of dust, dried soil, organic matter, gum, stains and debris.

- Desks, Tables, Chairs, Counters and other Horizontal Surfaces: Shall be free of dirt and graffiti without causing damage to surface. Surfaces shall appear visibly and uniformly clean.
- Windows and Windowsills: Glass shall be free of soil, fingerprints and tape. This also applies to framework and sills. They shall appear visibly and uniformly clean.
- Light Fixtures and HVAC diffusers, grills, and vents: Shall be free of dust and soil.

<b>CLASSROOMS/OFFICE SPACE CLEANING FREQUENCIES</b>		
<b>Assignment</b>	<b>Frequency</b>	<b>Days</b>
Remove trash/replace liners	Daily	Mon-Fri
Pick up all visible paper/refuse	Daily	Mon-Fri
Vacuum	Daily	Mon-Fri
Sweep	Daily	Mon-Fri
Dust	Weekly	Fri
Spot clean doors/walls	Weekly	Fri

### **III. QUALITY (MINIMUM) REQUIREMENTS**

In order to be considered for further evaluation, the proposer must first meet the following minimum requirements:

1. Proposal provides a complete response for each and every item listed in Section IV. Contents of the Technical (Non-Price) Proposal.
2. Proposals must meet all submission requirements described herein, including any and all forms, page limitations, and required information.
3. Proposing company must have been engaged in the business of providing custodial services to municipalities and/or public school districts for, at a minimum, the past three years.
4. Minimum of five (5) references municipal or school clients for whom your company has provided custodial services similar in scope to those specified herein at any point during the past five years.

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

The technical proposal must contain all of the following components in the order in which they appear below. Responses should reflect detailed consideration of the issues and opportunities presented by this RFP.

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 and that the proposer has read and understands all sections and provisions thereof.
3. Address how your company meets or exceeds the Comparative Evaluation Criteria by submitting detailed responses to the following:
  - a. Company Experience and Capability
    - i. Provide a brief description and history of your company, including size, location(s), organizational structure, and your qualifications and experience providing custodial services to municipalities and other public sector clients. Include a list of all such clients with whom your company has been engaged at any point during the past five years and describe the scope of services, weekly time commitment, and contract start and end dates.
    - ii. Describe your company's warehouse and the equipment you keep in stock.
  - b. Past Performance:
    - i. References: Provide a minimum of five (5) references for custodial contracts your company has had at any point during the past five years with municipalities and/or schools. Reference information must include the complete name of the client, the name, address and telephone number of the contact person, and the number of years the municipality or school has been a client of the proposer.
    - ii. List any and all citations and/or violations issued by regulatory agencies and/or judgements against your firm from a court of law. Identify and describe any pending legal proceeding(s) against your firm within the past five years involving malpractice or violations of law. If there are none, you must provide a statement to that effect in your response.
    - iii. List any and all assessed penalties or liquidated damages, and the project in which they occurred.
    - iv. List any and all contract terminations.
  - c. Plan of Services

- i. Provide a plan of service detailing how your company will provide to the Town of Arlington the level of service specified in this RFP, including a transition plan, organizational chart, staffing and training plan, safety and compliance plan, a description of your customer service operations and internal procedures, and your plan for managing quality control.
4. 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 form must be signed by the official(s) legally authorized to sign on behalf of the proposer and to contractually bind the firm or institution, attached to the price proposal, 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 submitted in separate envelopes.**
2. The Town will not be responsible for additional costs beyond those listed in the price proposal.
3. In the event of any discrepancy between numbers and words listed on the price proposal, the words shall prevail.



Price proposal form, page 2

**YEAR 1 (December 15, 2025\* – May 31, 2026)**

<u>Facility</u>	<u>Price Per Week</u>		<u>Year 1 Price</u>
Ottoson Middle School	\$ _____	x 24*	\$ _____
Arlington High School	\$ _____	x 24*	\$ _____
<b>TOTAL YEAR 1 PRICE</b>			\$ _____

\*Year 1 duration of 24 weeks is an estimate. Actual Year 1 contract sum will be determined by actual start date.

**YEAR 2 (June 1, 2026 – May 31, 2027)**

<u>Facility</u>	<u>Price Per Week</u>		<u>Year 2 Price</u>
Ottoson Middle School	\$ _____	x 52	\$ _____
Arlington High School	\$ _____	x 52	\$ _____
<b>TOTAL YEAR 2 PRICE</b>			\$ _____

**YEAR 3 (June 1, 2027 – May 31, 2028)**

<u>Facility</u>	<u>Price Per Week</u>		<u>Year 3 Price</u>
Ottoson Middle School	\$ _____	x 52	\$ _____
Arlington High School	\$ _____	x 52	\$ _____
<b>TOTAL YEAR 3 PRICE</b>			\$ _____

**PROPOSING FIRM'S NAME**

\_\_\_\_\_

## 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. The Town reserves the right to ask any respondent to provide additional supporting documentation in order to verify the response. Ratings of Highly Advantageous (HA), Advantageous (A), Not Advantageous (NA), or Unacceptable (U) will be assigned to each of the following criteria for each respondent. 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.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the Town such evidence as the Town may request to support that fact.

### **Criterion One:** Experience and Capability

Highly Advantageous (HA) – Proposer has been engaged in the business of providing custodial services to municipal and/or public school district clients for seven (7) or more years AND proposer has had a minimum of nine (9) municipal or school clients over the past five (5) years. Proposer has demonstrated it has the capacity to supply the staff and equipment necessary to perform the work of this contract.

Advantageous (A) – Proposer has been engaged in the business of providing custodial services to municipal and/or public school district clients for five (5) or more years, AND proposer has had a minimum of seven (7) municipal or school clients over the past five (5) years. Proposer has demonstrated it has the capacity to supply the staff and equipment necessary to perform the work of this contract.

Not Advantageous (NA) – Proposer has been engaged in the business of providing custodial services to municipal and/or public school district clients for three (3) or more years, AND proposer has had a minimum of five (5) municipal or school clients over the past five (5) years. Proposer has demonstrated it has the capacity to supply the staff and equipment necessary to perform the work of this contract.

Unacceptable (UA) – Proposer has been in engaged in the business of providing custodial services to municipal and/or public school district clients for less than three (3) years OR proposer has had fewer than five (5) municipal or school clients over the past five (5) years OR proposer has not demonstrated it has the capacity to supply the staff and equipment necessary to perform the work of this contract.

**Criterion Two:** Past Performance

Highly Advantageous (HA) – All five references were above average AND proposer submitted a statement that no citations and/or violations have been issued by a regulatory agency and no judgements have been issued against the proposer by a court of law and that within the past five years no legal proceedings have been brought against the proposer involving malpractice or violations of the law.

Advantageous (A) Three or four of the references were above average and the remainder were average AND proposer submitted a statement that no citations and/or violations have been issued by a regulatory agency and no judgements have been issued against the proposer by a court of law and that within the past five years no legal proceedings have been brought against the proposer involving malpractice or violations of the law.

Not Advantageous (NA) – Three or more references were average and no more than one reference was below average AND proposer submitted a statement that no citations and/or violations have been issued by a regulatory agency and no judgements have been issued against the proposer by a court of law and that within the past five years no legal proceedings have been brought against the proposer involving malpractice or violations of the law.

Unacceptable (UA) – Two or more of the references were below average OR the proposer did not submit a statement that no citations and/or violations have been issued by a regulatory agency and no judgements have been issued against the proposer by a court of law and that within the past five years no legal proceedings have been brought against the proposer involving malpractice or violations of the law OR proposer lists more than one contract termination and/or contract for which the proposer was assessed penalties or liquidated damages.

**Criterion Three:** Plan of Services

Highly Advantageous (HA) – The proposal contains a clear and comprehensive plan for delivering the scope of services.

Advantageous (A) – The proposal contains a clear plan that addresses most elements of the scope of services.

Not Advantageous (NA) – The plan of services is not sufficiently detailed to fully evaluate.

Unacceptable (UA) – The proposal does not contain a plan of services.

## **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.

References will be asked about their overall impression of the proposer's quality of services, the timeliness of service delivery, the quality of communication and responsiveness to concerns. 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 and reserves the right to contact current or past clients not submitted by the proposer and to conduct independent research on proposers.

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.

The Town may request that supplementary information be furnished by proposers to assure the Town that a proposer has the business organization and financial resources to successfully provide the scope of services.

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.

Interviews may be conducted with proposers as part of the evaluation process.

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

## **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>
\$	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	<b>Commercial General Liability</b>	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
2	<b>General Liability</b>	
	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	<b>Property Damage</b>	
	Each Occurrence	\$2,000,000

	Aggregate	\$2,000,000
4	<b>Automobiles and Trucks (all owned, non-owned, hired and leased)</b>	
	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	<b>Excess Umbrella Coverage</b>	\$5,000,000
6	<b>Workers Compensation</b>	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