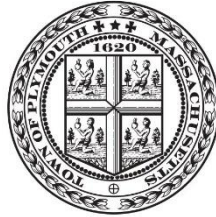


**TOWN OF PLYMOUTH
PROCUREMENT DIVISION
26 COURT STREET
PLYMOUTH, MASSACHUSETTS 02360**



REQUEST FOR PROPOSALS 22423

**MASTER PLANNING SERVICES FOR THE TOWN OF PLYMOUTH
AND HOLTEC INTERNATIONAL SITE**

Issued: Thursday, September 5, 2024

Proposals Due: Monday, October 7, 2024, at 10:00 a.m.

TABLE OF CONTENTS

	PAGE
A. Request	2
B. Submittal Items	2
C. Submission Instructions	3
D. Selection Criteria	4
E. Minimum Evaluation Criteria	4
F. Comparative Evaluation Criteria	5
G. Consultant Selection & Advisory Group	6
H. Scope of Services	6
I. General and Special Provisions	10
Sample Agreement	12
ATTACHMENT 1 – Notice of Contractual Provisions	21
ATTACHMENT 2 – Holtec Property Map	26
ATTACHMENT 3 – Recommended Timeline	28

PROPOSAL FORMS (TO BE SUBMITTED WITH PROPOSAL)

TOWN OF PLYMOUTH
26 Court Street
Plymouth, Massachusetts 02360

September 5, 2024

A. REQUEST

The Town of Plymouth and Holtec International seek proposals to develop a Master Plan for the 1500± acre Holtec Property. The Master Planning process shall involve community consensus building, economic analysis, and the preparation of a preferred plan for the property.

Proposals are to be submitted by 10:00 a.m., Monday, October 7, 2024. Postmarks will not be considered. One (1) signed original, five (5) hard copies, and one (1) single-file electronic version of the proposal must be submitted in a sealed envelope indicating the proposer's name and address, and clearly marked "22423 Holtec Master Plan".

This project is partially funded by the United States Department of Commerce, Economic Development Administration, and therefore is subject to the Federal laws and regulations associated with the program.

All proposals for this project are subject to applicable bidding laws of M.G.L. c.30 as amended, all applicable Federal Law, and these Proposal and Contract Documents.

B. SUBMITTAL ITEMS

Submittals must include the following items to be considered complete and responsive to this Request for Proposals:

1. One-page cover letter summarizing the Consultant's interest in the project and identifying the contact information of the project manager / key contact.
2. Detailed Executive Summary describing the stability of the firm, the experience and qualifications, and general suitability of the Consultant to perform this work.
3. Names and email addresses of a principal, the project manager / key contact (if different) and key staff members who will work on the project. An organizational chart of the team (including sub-consultants) should also be submitted.
4. Names of any sub-consultants (including key personnel) and a summary of their scope of services.
5. A statement of project approach that addresses how the Consultant will accomplish the identified scope of work.
6. A proposed schedule that shows how the Consultant will be able to complete the project by

the **October 30, 2025** deadline. This should include key milestones and a schedule for deliverables after Notice to Proceed.

7. Total proposed consultant budget (i.e., fee) by major task and firm with costs broken down by staff, materials, and other study expenses. The fee proposal should also include an hourly rate for any additional services not originally contemplated by this proposal. The addition of any services or expenditures outside of the original cost proposal must receive prior written approval by the Town of Plymouth.
8. For the Consultant and any sub-consultants: description of a minimum of three (3) similar or related projects successfully completed within the last five (5) years including references with names and contact information. In each description, please describe the role of the firm in the project, as well as the roles played by any of the project team members who will be part of this work. For each project, please clearly demonstrate the quality of the work, and provide evidence of the firm's ability to meet established time requirements, the firm's response to project needs during the project and the firm's control of quality and budget. Letters of reference from past clients are welcome.
9. As necessary, additional information demonstrating understanding and insights related to the project scope.

C. SUBMISSION INSTRUCTIONS

Submissions must be received by **10:00 a.m. on Monday, October 7, 2024**. Submissions must include:

1. Letter of Interest and Statement of Qualifications.
2. Firm experience and project history, including successes and perceived shortcomings. Describe the circumstances surrounding any project that the firm was terminated from and/or any litigation, debarments, suspensions or other adverse sanctions or actions that the firm has been a part of or subject to within the last five (5) years. This includes any sub-consultant involved in the project.
3. All key personnel and subcontractors, including applicable background, resumes and a summary of roles and responsibilities. A commitment to give notice to the Town when any changes in key personnel occur. It is the Town's option to reject such changes.
4. Specific examples of similar completed projects, including location, cost, type, project photos, and references.
5. Methodology stating respondent's approach to undertaking this work, including any recommended changes to scope and timeline that may be necessary to ensure a complete robust analysis with actionable recommendations.
6. Complete Cost estimate and estimate hours per task.

7. Proposal Forms

D. SELECTION CRITERIA

Respondents are encouraged to submit a proposal that provides sufficient information to illustrate the firm's familiarity and experience with similar master plans and economic studies, as well as demonstrate an understanding of the project's scope of service.

Respondents should identify all staff and subcontractors that will provide any portion of the services required to accomplish the objectives of this RFP. The background, experience, area of expertise, and levels of responsibility for each individual and/or subcontractor that will perform work associated with this RFP shall be included in proposals. Firms shall also include resumes for all assigned staff and subcontractors, as well as a description of staff roles, a list of examples detailing similar work performed, and at least five (5) references for similar projects.

The selection panel may interview some or all Respondents to obtain additional information or clarification. The following criteria have been established to guide the evaluation of proposals:

1. Qualifications and Capacity of Consultant
 - a. Experience completing similar projects.
 - b. Experience working in similar communities.
 - c. Existing workload.
 - d. Commitment to regular project meetings with Project Coordination Group.
2. Proposed Study Methodology
 - a. Sources of data.
 - b. Interaction with community.
 - c. Number and quality of interviews.
 - d. Number of public presentations.
3. Adherence to Timeline
4. Project Budget & Cost of Service

E. MINIMUM EVALUATION CRITERIA

Each proposal must meet all the following criteria to be considered for further evaluation:

1. Complete proposal response, signed, and all requested submittals provided.
2. Demonstrated experiences of the proposer in preparing community master plans and providing the other services contemplated in this request for proposals.
3. Staff Plan includes personnel with bachelor's degrees in planning or related fields.

F. COMPARATIVE EVALUATION CRITERIA

The following ratings will be used to measure the relative merits of each proposal, which has met the Minimum Evaluation Criteria established above.

1. Those proposals that do not meet the Minimum Criteria will be judged Unacceptable.
2. Highly Advantageous – Proposal excels on a specific criterion.
3. Advantageous – Proposal fully meets the evaluation standard which has been specified.
4. Not Advantageous – Proposal does not fully meet the evaluation standard, is unclear and/or incomplete.

COMPARATIVE EVALUATION CHART

	Highly Advantageous	Advantageous	Not Advantageous
1. Years of staff experience	More than 10 years	3 years – 10 years	Less than 3 years
2. Positive reference responses for similar work in comparable communities	More than 5	2 – 5	Less than 2
3. Level of staff education	Master’s or higher degree in Planning or related field	Bachelor’s degree or equivalent in Planning or related field	Less than bachelor’s degree
4. American Institute of Certified Planners’ (AICP) membership	Current AICP member	Meets all AICP requirements except exam	Does not meet all AICP requirements
5. Writing, verbal, graphic, communication skills	More than 5 examples as project lead member	2-5 examples as project team member	Less than 2 examples as project team member
6. Public outreach	Additional public outreach (please specify)	Public outreach as specified in the scope	Less public outreach than specified in the scope

G. CONSULTANT SELECTION & ADVISORY GROUP

The RFPs will be reviewed and ranked by a group consisting of two (2) Select Board members and two (2) Planning Board members. The group will also assist staff with the coordination activities of the consultant as well as meeting scheduling and logistics.

H. SCOPE OF SERVICES

The Town of Plymouth and Holtec International seek to develop a Master Plan for the 1,550± acre Holtec Property. The Master Planning process will involve community consensus building, economic analysis, and the preparation of a preferred plan for the property. Public outreach and engagement will be a focus of this master planning process.

Task 1: Project Meetings and Project Coordination / Management

The Consultant shall provide overall project coordination with the Town throughout the project duration, including frequent communication and regular project team coordination meetings (a minimum of fifteen [15] meetings). Video conferencing can be used to conduct most project team coordination meetings. In addition, complete at least one (1) site visit.

Task 2: Site Evaluation for Existing Conditions and Opportunities / Constraints Analysis

Interview key Holtec representatives, Town staff, and officials. Conduct a thorough review of all existing site information, including the most up-to-date deed, parcel, zoning, environmental, GIS, historic, and assessor's data. Review available Town plans / reports and incorporate relevant information into an analysis, including but not limited to the Town's Housing Production Plan, Master Plan, Climate Action Plan, Open Space and Recreation Plan, most recent market study, and Esri Community and Business Analyst Report.

Prepare a document, using a combination of maps, graphics, and text, describing the current existing conditions, environmental and physical site constraints, and existing regulations (land use, dimensional, landscaping, and parking requirements) to inform the site's potential development capacity.

Task 3: Public Engagement

Conduct a series of five (5) public meetings and an online survey to ascertain the community's preferences for the potential use of the Holtec property. The exact format of the public meetings is to be determined with the Town at the beginning of the project. The Consultant will prepare visual materials and maintain a project website to assist with public engagement efforts. The Consultant will help prepare flyers, create and administer an online survey, compile survey results, and create relevant maps and graphics. The survey results, maps, and graphics will allow the exploration of the community's preferences for site design and use at the public meetings, which will be held in-person.

I. Public Forum 1 (Public Meeting #1)

Attend and facilitate a public forum to present the findings of the Existing Conditions Analysis (See Task 2: Site Evaluation for Existing Conditions and Opportunities / Constraints Analysis). Solicit community input for the reuse of the property. The

Consultant will prepare all meeting materials, lead the discussion, and record community input. The forum should include an initial presentation followed by facilitated conversations and consensus building.

The project team will schedule a follow-up meeting with Holtec Representatives to review findings and next steps following the first public forum.

II. Guidance Meeting (Public Meeting #2)

Meet at a joint Select Board / Planning Board / Economic Development Foundation Meeting to present Existing Conditions Analysis (See Task 4: Economic Analysis) and report on the results of the first Public Forum. The Consultant will prepare all meeting materials and lead the discussion.

III. Public Forum 2 (Public Meeting #3)

Present the conceptual master plan options (See Task 5: Preferred Development Options [Master Plan]). Solicit community input on each of the options. An open house format with a station for each option where attendees can provide input on each concept may be the best format for this meeting.

The project team will schedule a follow-up meeting with Holtec Representatives to review findings and next steps following the second public forum.

IV. Guidance Meeting (Public Meeting #4)

Attend and facilitate a joint Select Board / Planning Board / Economic Development Foundation Meeting to present the conceptual master plan options and report on the results of the second Public Forum. The Consultant will prepare all meeting materials and lead the discussion.

V. Presentation Meeting (Public Meeting #5)

Present the Final Master Plan (See Task 6: Final Master Plan) at a joint Select Board / Planning Board / Economic Development Foundation Meeting.

Project Website: The Consultant will establish a project web page in cooperation with the Department of Planning and Development. The page will include a schedule of all public meetings/forums, marketing material, surveys, reports, documents, maps, graphics, and all other relevant information or other material to the project.

Public Input Survey: Utilize Survey Monkey or similar software as a public engagement platform for soliciting public feedback online, particularly to engage residents who may otherwise be unable or unlikely to attend in-person meetings. The consultant will work with the Town in developing materials / graphics / language to be dispersed for online surveys and promote the online surveys through flyers, social media, and other marketing efforts.

Task 4: Economic Analysis

The economic analysis shall include the following:

1. Broad economic and community impact analysis for the preferred option plan(s), to include projection of both revenue/benefits and costs.
2. Conduct a market study to collect current information about market demands for recreational, residential, commercial, industrial, and other potential market sectors.
3. Talk to local realtors and investigate niche uses for the property such as uses related to the energy industry, tourism, eco-tourism, etc.
4. Describe the feasibility of attracting the types of uses identified as preferred by the community.
5. Prepare fiscal impact statements, including impacts on Town services, the tax base and employment.

Task 5: Preferred Development Plans (Master Plan)

Prepare a minimum of three (3) conceptual options for the Holtec Property based on the site evaluation, community input, and economic analysis. The concepts will identify the type and mix of uses (including open space, residential and commercial), density, site access, circulations, and similar elements. Conceptual graphics and comparable images will be used to show proposed site plan layouts.

Task 6: Final Master Plan Report

Following the second public meeting and joint board meeting, the consultant will work with Holtec Representatives and Town officials to prepare a final Master Plan Report that shall include opportunities/constraints and buildout analysis, as well as relevant findings and recommendations/next steps.

Final Master Plan Report shall include:

1. An Executive Summary that discusses a summary of efforts, engagement, outcomes and recommendations
2. Introduction / Project Background
3. Existing Conditions Analysis
4. Public Engagement Summary – Efforts and Results
5. Economic Feasibility Analysis
6. Conceptual Plans – Preferred Concept Description and graphics
7. Regulatory Challenges
8. Recommendations / Strategies / Best Practices

9. Identify Potential Federal / State Funding Options Based on Preferred Development

10. Implementation

Task 7: Project Progress Reporting

Quarterly Project Progress Reports: The Consultant shall provide quarterly project progress reports, communicating the important activities and accomplishments of the project. Reports shall be in a clear format, not exceeding six pages:

1. Provide a concise overview of the activities undertaken during the reporting period.
2. Document accomplishments, benefits, and impacts of the project. The Consultant should identify activities that have led to specific outcomes, such as job creation / retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, or other positive economic development benefits.
3. Identify any upcoming or potential press events or opportunities for collaborative press engagements to highlight the benefits of the EDA investment.
4. Compare progress on the project with the targeted schedule, explaining any departures, identifying how those departures will be remedied, and projecting the course of work for the next semi-annual reporting period.
5. Outline challenges impeding or that may impede progress on the project over the next reporting period and identify ways to address those challenges.

Final Project Report: The Consultant shall provide promotional materials or policy reviews, or otherwise shared. The Consultant should not include any copyrighted or other sensitive business information on these reports. There is no page limit for Final Project Reports; however, such reports should concisely communicate key project information and should:

1. Provide a high-level overview of the activities undertaken.
2. Outline the specific regional need the project was designed to address and explain how the project addressed that need and advanced economic development.
3. Document the expected and actual economic benefits of the project as of the time the report is written.
4. Detail lessons learned during the project that may be of assistance to the EDA or other communities undertaking similar efforts.
5. Provide any other information necessary to understand the project and its impacts.

Summary of Deliverables:

1. Digital copies of forum/public meeting maps, flyers and other presentation materials
2. Labeled digital copies of all reports, documents and maps
3. All GIS shapefiles created as part of the Final Master Plan
4. Digital copies of project progress reports as described in Task 7
5. USB Drive or cloud-based file sharing folder including all digital material described above
6. Fifteen (15) hard copies of the Final Master Plan Report.

I. GENERAL AND SPECIAL PROVISIONS

1. An applicant may withdraw and resubmit their proposal prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.
2. The Town reserves the right to reject any and all proposals, waive informalities, and to award contracts as may be in the best interests of the Town. This RFP does not commit the Town to select any applicant, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Town also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. An applicant may not alter the RFP or its components.
3. Ownership of Documents: All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be disposed of without notification and shall be considered public information. All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Ch. 66 §10 and Ch. 4 §7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.
4. The Town will not be liable for any costs incurred by any applicant in preparing a response to this RFP or for any other costs incurred prior to entering into a Contract for Owner's Project Management Services.
5. An applicant's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the proposal. Members of a joint venture must have appropriate certifications and qualifications.
6. Proposals must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.
7. Applicable provisions of Massachusetts General Laws and Regulations and the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict

between Federal and State Laws and Regulations exist, the more stringent requirement shall apply.

The proposer's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over duration of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

8. The consideration of all proposals and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.
9. The successful applicant shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Chapter 151B of the Massachusetts General Laws).
10. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful applicant may receive as a result of this contract.
11. The Town encourages proposals from all eligible bidders.
12. Services provided by the successful bidder shall be rendered through a professional services contract; the successful applicant will not be considered an employee of the Town and will not receive any benefits of any employee.
13. No interpretation of the meaning of any plans, specifications or other pre-proposal documents will be made to any proposer orally, or if provided orally, shall not be relied upon by the proposer unless confirmed in written addendum. All information given to proposers other than by means of plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner. Questions related to the proposal process or requests for interpretations of the Scope of Work should be in writing and emailed to sstrassel@plymouth-ma.gov. Requests for interpretations must be received at least five (5) working days prior to the date fixed for submission of proposals to be given consideration.

Addenda: If you received the Request for Proposals from the Town and provided the Town with an accurate email address for delivery of addenda, the Town intends to deliver notification of each addendum to you at such email address, but the Town shall not be responsible for any failure of a proposer to receive any addenda for any reason. All addenda will be available on the Town's website at www.plymouth-ma.gov/bids.aspx.

SAMPLE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2024, between _____ with a place of business at _____, hereinafter called the FIRM, and the TOWN OF PLYMOUTH, acting by its Town Manager, with a place of business at 26 Court Street, Plymouth, Plymouth County, Massachusetts, 02360, hereinafter called the OWNER. FIRM and OWNER may also be referred to individually as a Party and collectively as the Parties.

NOW, THEREFORE, The FIRM and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The FIRM shall furnish all labor, materials, and equipment to perform all work required for the project known as **Master Planning Services for the Town of Plymouth and Holtec International Site**, in accordance with the Scope of Services set forth in **Request for Proposals 22423**.

2. Contract Price

The OWNER shall pay the FIRM for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the sum of _____.

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The FIRM shall commence and prosecute the work under this Agreement upon execution hereof, and complete all work prior to **October 30, 2025**.

Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

Progress and Completion: The FIRM shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure completion.

4. Performance of the Work

Direction of the Work: The FIRM shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the consultant profession for projects similar to the Project in scope, difficulty and location. The FIRM shall be solely responsible for coordinating all portions of the Work under the Agreement.

Responsibility for the Work: The FIRM shall be responsible to the Owner for the acts and omissions of its employees, consultants and their agents and employees, and other persons performing any of the Work under a contract with the FIRM. The FIRM shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants. The FIRM shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the OWNER shall not be necessary.

The FIRM shall not employ additional consultants not named in ITS proposal to the OWNER, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the OWNER. Such written consent shall not in any way relieve the FIRM from its responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.

The FIRM and all its consultants shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.

The FIRM shall not be relieved from its obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the OWNER in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the FIRM.

Neither the OWNER's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

Notices, Compliance with Laws: The FIRM shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the

performance of the Work. The FIRM shall provide the OWNER with reproductions of all permits, licenses and receipts for any fees paid. The OWNER represents that it has disclosed to the FIRM all orders and requirements known to the OWNER of any public authority particular to this Agreement.

If the FIRM observes that any of the OWNER's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the OWNER in writing, and any necessary changes shall be accomplished by appropriate modification.

In the performance of the Work, the FIRM shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Payments to the FIRM

The OWNER shall make payment to the FIRM, monthly, upon approval of the FIRM's requisitions, therefore. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.

If there is a material change in the scope of work, the OWNER and the FIRM shall mutually agree to an adjustment in the Contract Price.

If the OWNER authorizes the FIRM to perform additional services, the FIRM shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the FIRM shall not perform any additional services until such compensation has been so established.

6. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the FIRM shall be reimbursed by the OWNER: (a) at 1.1 times the actual cost to the FIRM of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the OWNER; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the OWNER.

7. Final Payment, Effect

The acceptance of final payment by the FIRM shall constitute a waiver of all claims by the FIRM arising under the Agreement.

8. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

9. Indemnification

General Liability: The FIRM shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the FIRM or its employees, agents, or representatives.

Professional Liability: The FIRM shall indemnify and hold harmless the OWNER from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the FIRM's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the FIRM or its employees, agents, or representatives.

10. Insurance

The FIRM shall at its own expense obtain and maintain the following insurance coverage:

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. **The OWNER shall be named as an "Additional Insured"**.

Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The OWNER shall be named as an "Additional Insured"**.

Workers' Compensation Insurance as required by law.

Professional Liability of at least \$1,000,000/occurrence, \$1,000,000 aggregate.

The coverage shall be in force from the time of the Agreement to the date when all work for the Project is completed and accepted by the OWNER. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the FIRM shall notify the OWNER

should coverage become unavailable.

The FIRM shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town shall be designated as a co-insured on all such policies.

Upon request of the FIRM, the OWNER reserves the right to modify any conditions of this Article.

11. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

12. Right of OWNER to Terminate Contract

The OWNER may terminate this Contract by providing the FIRM with ten (10) days written notice specifying the reasons for termination as outlined below:

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

Notwithstanding anything to the contrary in the Contract, the OWNER may also terminate this Contract for conveniences, including due to the lack of sufficient funds to complete the work. In such event, the OWNER shall provide written notice of termination to the FIRM, and the FIRM shall thereupon cease all work. The OWNER shall pay the FIRM for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the FIRM shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

13. Equal Opportunity

During the performance of this Contract, the FIRM agrees as follows:

- 1) The FIRM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The FIRM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this nondiscrimination clause.
- 2) The FIRM will, in all solicitations or advertisements for employees placed by or on behalf of the FIRM, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The FIRM will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the FIRM, or is consistent with the FIRM's legal duty to furnish information.
- 4) The FIRM shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the FIRM's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The FIRM will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The FIRM will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the FIRM's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the FIRM may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The FIRM will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The FIRM will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the FIRM becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the FIRM may request the United States to enter into such litigation to protect the interests of the United States.

14. Royalties and Patents

The FIRM shall pay all applicable royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the OWNER; but if the FIRM believes or has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the OWNER, and thereafter the OWNER insists on the use of the design, process or product specified.

15. Assignment

The FIRM shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the OWNER.

16. Interest of FIRM and Employees

The FIRM covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degrees with the performance of their services hereunder. The FIRM further covenants that in the performance of the Contract, no person having any such interest shall be employed. Further, the FIRM shall adhere to the provisions of the Hatch Act (5 USC 1501 et seq.), which limits political activities by employees whose principal employment is in connection with an activity which is

financed in whole or in part by Federal funds.

17. Debarment and Suspension

The FIRM is not listed on the government exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18. Severability

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.

19. Confidentiality

The FIRM will protect the privacy of, and respect the confidentiality of, information provided by program participants, consistent with applicable Federal and State regulations, including M.G.L. c.60 §10, regarding access to public records.

SIGNATURE SECTION INTENTIONALLY LEFT BLANK

CONTRACTUAL LIABILITY

To the fullest extent permitted by laws and regulations, FIRM shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of designers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of FIRM, any consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law or regulations and regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of FIRM, any consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for FIRM or any such consultant or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies for General Liability, Automobile Liability, Workers' Compensation Insurance, and Umbrella Liability shall remain in effect as required hereunder.

Such insurance as is herein specified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor canceled without 30 days advance notice by registered mail to OWNER.

Authorized Representative Signature
(Include Evidence of Authorization)

Address

ATTACHMENT 1

NOTICE OF CONTRACTUAL PROVISIONS

NOTICE: The Request for Proposals 22423, to which this is attached, is a request for proposals for a contract which shall be funded by federal assistance provided to the Town of Plymouth by the United States Economic Development Administration (EDA).

The submission of proposals and to-be-awarded contract shall comply with all State and Federal laws, and the provisions provided herein.

NOTICE OF CONTRACTUAL PROVISIONS

Proposing party is hereby notified that pursuant to 2 C.F.R. §200.327, contract awarded must contain all applicable provisions described in 2 C.F.R. 200 Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

A. Administrative, Contractual, or Legal Remedies for Contractor’s Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. Termination for Cause and Convenience

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity

Except as otherwise provided under CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., P. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics as a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of

Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal Awarding Agency.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any or part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contract for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement

If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or and employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. Procurement of Recovered Materials (2 CFR §200.323)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

K. Prohibited Fund Expenditures (2CFR §200.216)

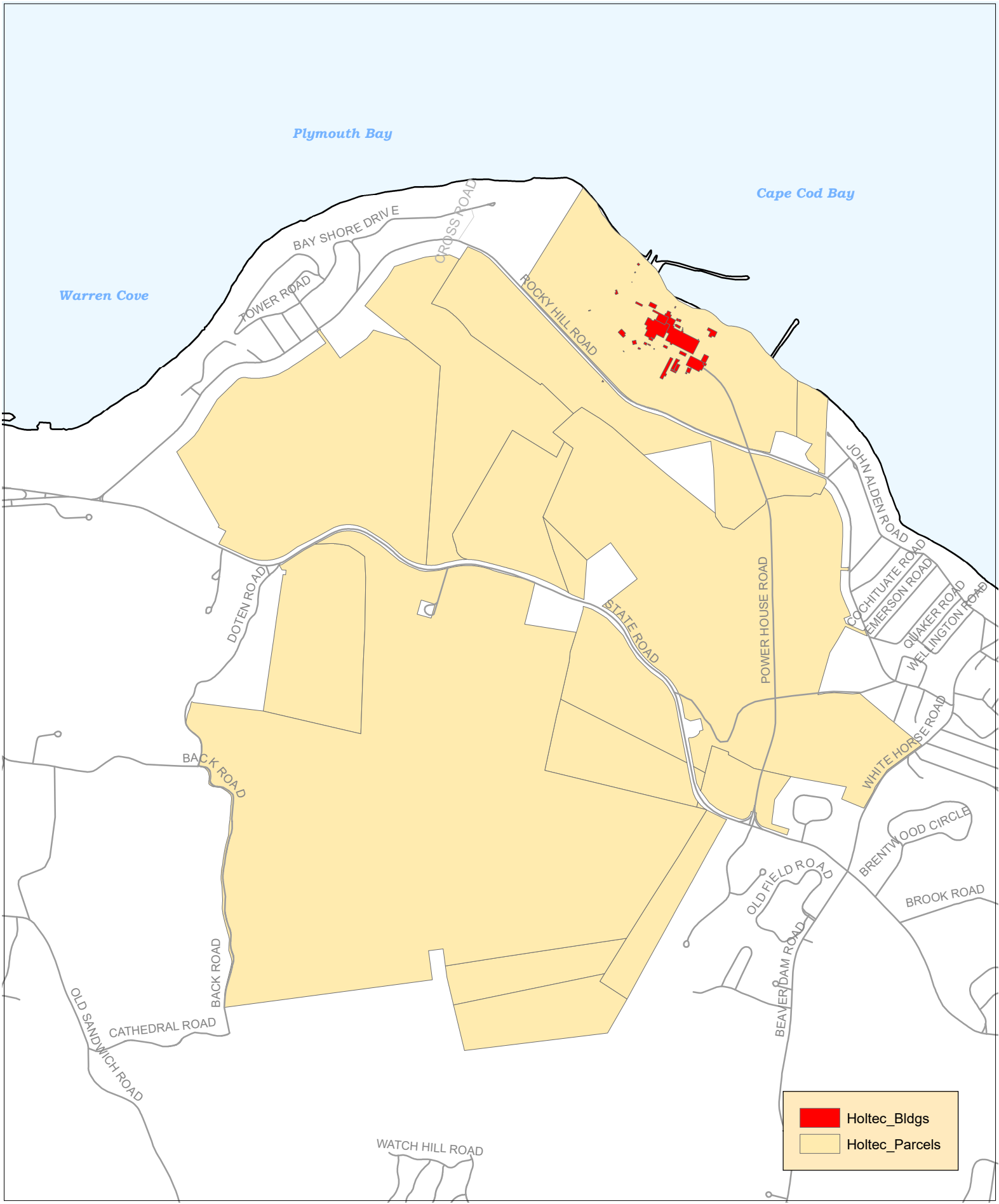
1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications

- equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Duhua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, Section 889, Subsection (f), Paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary to those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, Section 889 for additional information.
 4. See also §200.471.

L. Domestic Preferences for Procurements (2 CFR §200.322)

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

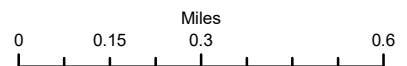
ATTACHMENT 2
HOLTEC PROPERTY MAP



Data Source:
 MassGIS
 Plymouth Engineering Dept.

2024 Plymouth
 Open Space Plan

Holtec Property



ATTACHMENT 3
RECOMMENDED TIMELINE

PROPOSAL FORMS

(TO BE SUBMITTED WITH PROPOSAL)

NAME OF APPLICANT

Please return this form and the proposal to:

Town of Plymouth
Procurement Division
26 Court Street
Plymouth, MA 02360

Proposals must be received in the Procurement Office by 10:00 a.m. on Monday, October 7, 2024. Postmarks will not be considered. All offers are subject to Request for Proposals 22423.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within forty-five (45) business days from date of receipt of offers specified above, to furnish such services described in RFP 22423.

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES THE FOLLOWING:

- The applicant has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.
- No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work which is proposed.
- The applicant is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF:

ADDENDA # _____*

ADDENDA # _____*

ADDENDA # _____*

*To be filled in by applicant if addenda were issued

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This proposal in all respects is bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Town reserves the right to select the applicant believed to be the most advantageous to the Town. The Town reserves the right to opt out of a proposal at any time during the course of Contract. The Town reserves the right to select alternates or any combination thereof, if believed to be more advantageous to the Town.

APPLICANT _____

ADDRESS _____

COUNTY _____

PHONE _____

EMAIL _____

STATE OF INCORPORATION _____

TAX I.D. NUMBER _____

AUTHORIZED SIGNATURE _____

PRINTED NAME & TITLE _____

DATE OFFERED _____

DELEGATION OF AUTHORITY

To be completed if this business is a Corporation.

At a meeting of the Board of Directors of _____ duly called and
(Name of Corporation)
held on _____ at which a quorum was present, and acting throughout, the
(Date)

Following vote was duly adopted: VOTED: That _____ the
(Name of Individual)
_____ of the Corporation, hereby is authorized to affix the Corporate
(Title)

Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as _____ of _____
(Title) (Name of Corporation)
and not otherwise.

ATTEST: _____ DATE: _____

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal)

(Name of business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title _____

Date _____