

TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

TOWN OF BROOKLINE / PURCHASING DIVISION

INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

<u>Item or Service</u>	<u>Department</u>	<u>Reference Number</u>	<u>Bid/Proposal Opening Date and Time</u>
Town of Brookline Comprehensive Plan	Planning	P-24-08	Tuesday December 12, 2023 at 2 p.m.

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195. Bid/proposal forms may be downloaded at: <http://www.brooklinema.gov/Bids.aspx>

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer

October 11, 2023

Request for Proposals
Town of Brookline
Comprehensive Plan
RFP #P-24-08

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Context

Brookline: an Overview

Brookline is a vibrant community, with approximately 63,000 residents in an area of six square miles. The Town of Brookline is bordered on three sides by Boston, a result of its having rejected annexation by the capital city in the nineteenth century. The Town's other immediate neighbor is the City of Newton.

Brookline has a representative Town Meeting form of government. The legislative branch, known as Town Meeting, consists of 255 elected Town Meeting members, representing 17 precincts plus the members of the Select Board, the Town Moderator, and Town Clerk, as well as any state representative or state senator who resides in Brookline. Town Meeting meets twice a year, in the Spring and Fall, for several nights each. The Town's elected executive body is the five-member Select Board, which meets weekly (its summer meeting schedule may vary). The Select Board is vested with all municipal authority not specifically retained by Town Meeting. The Select Board appoints a Town Administrator, who is responsible for the daily management of the town. Brookline has a strong tradition of professional and highly responsive government service and a commitment to active citizen engagement. It is known for its progressive social and political culture, and Town officials are fully committed to maintaining an inclusive and collaborative municipal environment.

Brookline is a desirable place to live, due to its excellent school system, proximity to job opportunities, multiple public transit connections, and central location relative to Greater Boston's universities, hospitals, and businesses. It is a community of livable, walkable neighborhoods, with both urban and suburban features, offering a variety of housing types, green space, and historic character. Brookline remains a primarily residential community; housing, both single- and multi-family, is the dominant land use and currently accounts for about 90% of the Town's total property value and local tax base.¹

Brookline's commercial, civic, and cultural activities are centered in its several mixed-use business districts, of which Coolidge Corner and Brookline Village are the largest, and to a lesser but important degree along the segments of Harvard, Beacon, and Washington Streets connecting to those districts. There are also significant areas of commercial activity along Route 9 (Boylston Street, originally the Worcester Turnpike), which bisects the town from east to west, and on the Brookline side of Commonwealth Avenue near Boston University.

Brookline's Evolution

Brookline began as an agricultural settlement in the 17th century and was incorporated as a Town, separate from Boston, in 1705. The Muddy River and Jamaica Pond, which form Brookline's eastern boundary with the City of Boston, have evolved into the Emerald Necklace, planned by 19th-century Brookliner Frederick Law Olmsted.

The Town's dramatic growth dates to the mid-19th century, when the emerging combination of rail transit and land development began transforming Brookline—particularly north of Route 9—into a classic “streetcar suburb”. What we know today as the D branch of the Green Line originated in the 1840s as the Highland Division commuter rail line. Today's B and C branches began as street railway lines in the 1880s and 1890s, respectively. Streetcars also ran on Harvard Street, Washington Street, and Brookline Avenue;

¹ See the 2022 Assessor's summary at <https://www.brooklinema.gov/DocumentCenter/View/37282/FY2023-Classification-Hearing-Presentation?bidId=>. The FY23 tax rate for residential properties is \$9.97 per thousand of assessed value; the rate is \$16.70 for commercial, industrial, and personal property.

converted to bus service in the mid-20th century, these were the predecessors of today's 66, 65, and 60 bus routes. The depth and durability of the link between land use and transit can hardly be overstated.

By 1900, most of northern Brookline's remaining farmland had been divided into residential developments supported by (and in some cases associated with) the transit lines. South of Route 9, the earlier farms became estates, residential neighborhoods, institutional campuses, golf courses, and Town facilities; one commercial farm, Allendale, has survived to the present day. Brookline's transformation from rural countryside to suburb meant that, unlike many other Massachusetts towns, it never had significant industrial areas outside of Brookline Village.

The largest planned transformation of land use in Brookline's history occurred from the late 1950s to the 1970s, when the Town used the urban renewal process to clear two areas on the south side of Brookline Village—the "Farm" and the "Marsh". The urban renewal projects displaced many existing residents and businesses, while creating approximately 1,300 units of housing, including Brook House, now a luxury condominium development, public housing, and privately subsidized housing.

In 1920, the Commonwealth of Massachusetts authorized cities and towns to adopt local zoning codes. Prior to zoning, deed restrictions commonly prohibited land uses other than single-family housing in large areas of the Town. Brookline's first zoning by-law, adopted in 1922, formalized the designation of districts exclusively for single-family housing. The 1962 Zoning By-Law shifted the control of massing in business and multi-family districts from height to Floor Area Ratio (FAR). The Zoning Code has been amended many times since then. As a result of these amendments and extensive pre-zoning building, many existing buildings are not in compliance with our current zoning.

Some Key Characteristics

The consultant selected through this RFP will be expected, as part of their scope of work, to compile a body of statistical data, including significant historical trends, that will help them, the Town, and other stakeholders better understand Brookline's strengths and challenges. The information presented here is meant to touch a few key descriptive bases.

Population. Brookline's 2020 population of just over 63,000 which is an all-time high for the Town, reflects a cumulative growth of about 15% over the last four decades—from roughly 55,000 in 1980 and 1990, 57,000 in 2000, and 59,000 in 2010. The population breakdown by age over the five-year period from 2017-2021 is shown in Table 1.²

² US Census, American Communities Survey, 2017=2021: B01001, Sex by Age

Table 1: Brookline’s Population by Age Cohort

Total Population	62,620	100.0%
0 - 4	3,484	5.6%
5 - 17	8,780	14.0%
18 - 24	7,625	12.2%
25 - 34	11,134	17.8%
35 - 44	8,180	13.1%
45- 54	7,236	11.6%
55- 64	6,108	9.8%
65 - 74	5,695	9.1%
75 +	4,378	7.0%

Brookline’s population is primarily white, with several minority groups contributing to a multi-racial and multi-cultural community. The racial-ethnic breakdown over the five-year period from 2017-2021 is shown in Table 2.³

Table 2: Brookline’s Population by Racial-Ethnic Group

Total Population	62,620	100.0%
White *	42,070	67.2%
Black or African-American *	1,388	2.2%
Asian *	11,122	17.8%
Two or More Races *	3,711	5.9%
Hispanic	4,153	6.6%
Other *	176	0.3%

* Non-Hispanic

Brookline's population is in part highly mobile, with 22% of the total population being new to Brookline in a given year⁴. This percentage is lower in recent years than prior to the pandemic, when the population turn-over averaged almost 30%.

Housing. Brookline’s total housing inventory is estimated at just over 28,000 units, representing a roughly even mix of home ownership and rentals. As of today, just over 52% of Brookline’s housing units are occupied by renters.⁵ In addition to the private market, the Brookline Housing Authority, created in 1948, owns and manages over 920 units of public housing.

³ Compiled from US Census American Communities Survey 2017-2021, as reported in MAPC Data Commons (<https://datacommon.mapc.org/browser/datasets/6>). There is a stated margin of error for each of these percentages.

⁴ American Community Survey 5-yr Estimate 2017-2021, Table B07001: Geographic Mobility in the Past Year for Current Residence in the United States

⁵ Draft Housing Production Plan <https://www.brooklinema.gov/DocumentCenter/View/39925/DRAFT-Brookline-Housing-Plan-2023-v2-HAB>

⁶ <https://www.brooklinema.gov/381/Assessors-Property-Tax-Rate>

Brookline's high housing costs make it an expensive community for new residents. Recent data confirm what has long been understood: whether one looks at median sales prices or median rent levels, Brookline's housing costs are among the very highest in a metropolitan region that is in turn one of the most expensive in the nation.⁷ Brookline's current (2023) updated Housing Production Plan provides a detailed analysis of the Town's housing market.

Socioeconomic conditions. Brookline has a median household income of \$122,356. While almost half the households in Brookline have incomes over \$125,000 (and close to 30 percent with incomes over \$200,000), 20% have incomes below \$40,000.⁸ Eleven percent of Brookline households have incomes below \$15,000 and approximately 4.9% of families live below the poverty line.⁹

Brookline is home to a highly educated population. 84% of residents aged 25 and above hold a Bachelor's degree or higher, and within this same age group, 55%¹⁰ hold a graduate or professional degree. Brookline's adult population significantly exceeds the Boston metropolitan region and the state in terms of educational attainment (highest level of education completed).¹¹

Consistent with its high level of educational attainment, 62% of Brookline's employed population works in two industry groups: Professional, Scientific, and Management Services; and Educational Services and Health Care and Social Assistance.¹²

Commuting. In the five-year period spanning 2017 to 2021, Brookline averaged 34,760 workers above the age of 16. Of these:

- 29.5% drove to work alone;
- 4.8% carpooled;
- 23.1% took public transit;
- 5.0% commuted by bicycle;
- 1.4% took miscellaneous other means (taxis, motorcycles, etc.);
- 15.6% walked to work;
- 20.6% worked at home.¹³

⁷ For a town-by-town comparison of median sales prices in 2022, see The Boston Foundation's Greater Boston Housing Report Card (<https://www.tbf.org/news-and-insights/reports/2022/october/2022-greater-boston-housing-report-card>). For a comparison of rent levels in 2023, see the Apartment Advisor data base at <https://www.apartmentadvisor.com/rent-report/ma>.

⁸ Draft Housing Production Plan <https://www.brooklinema.gov/DocumentCenter/View/39925/DRAFT-Brookline-Housing-Plan-2023-v2-HAB>

⁹ *Ibid.*

¹⁰ American Community Survey 5-yr Estimates 2017-2021 Table S1501: Educational Attainment

¹¹ Draft Housing Production Plan <https://www.brooklinema.gov/DocumentCenter/View/39925/DRAFT-Brookline-Housing-Plan-2023-v2-HAB>

¹² *Ibid.*

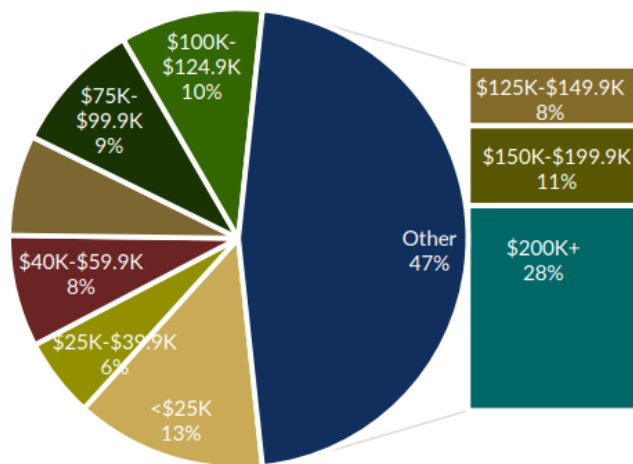
¹³ Compiled from US Census American Community Survey 2017-2021, as reported in MAPC Data Commons (<https://datacommon.mapc.org/browser/datasets/38>). There is a stated margin of error for each of these percentages.

Among those who actually commuted (i.e., did not work at home), a combined 55.0% commuted by transit, by bicycle, or on foot, while 37.3% drove to work alone. This pattern is similar to that observed in the inner core subregion generally. Brookline’s percentages of transit, pedestrian, and bicycle commuting were significantly higher, and its percentage of single-occupant driving significantly lower, than in the full metropolitan region (which extends out to I-495), let alone in the state as a whole. Reflective of these transportation patterns, an estimated 28% of Brookline households do not own a car.¹⁴

The period from 2017-2021 includes the first two years of the COVID pandemic, as evidenced by the 20.6% of workers who worked at home. In the pre-COVID years of 2015-2019, only 7.4% of Brookline’s labor force worked at home. Among actual commuters, the combined prevalence of transit, walking, and bicycling (57.9%) over solo driving (34.8) was clear.¹⁵

These estimates apply to the entire Town. The transit mode share is much higher in northern Brookline, where the Green Line stations and the major bus routes are located. Transit use is also higher among renters (with most of Brookline’s apartment buildings located near rail or bus stops), among younger residents, and among those of lower or moderate incomes.¹⁶

Fig. 2.10. Brookline Household Incomes
(Source: ACS 2021, B19013)



Background

The Town of Brookline’s most recent Comprehensive Plan is the 2005-2015 Comprehensive Plan, approved in 2005. Although there has not been a Comprehensive Plan in eighteen years, the Town has produced many different plans and studies since the last Comprehensive Plan that include goals and recommendations that are still relevant and should be incorporated into the new Comprehensive Plan if

¹⁴ American Community Survey, 5-Yr Estimate 2017-2021, Table B08201: Household Size by Vehicles Available

¹⁵ Compiled from US Census American Community Survey 2017-2021, as reported in MAPC Data Commons (<https://datacommon.mapc.org/browser/datasets/38>).

¹⁶ Draft Housing Production Plan <https://www.brooklinema.gov/DocumentCenter/View/39925/DRAFT-Brookline-Housing-Plan-2023-v2-HAB>.

consistent with community input. Previous planning documents should be integrated in background data and the plan recommendations. A contact for each plan/study/process will brief the selected consultant team so that key recommendations can be efficiently carried forward in the new Comprehensive Plan¹⁷.

Visit our “Studies and Reports” page: <https://www.brooklinema.gov/3645/Studies-and-Reports>

Guiding Principles & Processes

The Plan should integrate the framework and organizing principles as identified by the American Planning Association’s (APA) Sustaining Places Initiative (APA PAS Report 578 Sustaining Places: Best Practices for Comprehensive Plan”; January 2015). The consultant’s process and product should reflect an understanding and incorporation of the key principles, processes, and attributes identified in Section 2 of the APA Report, with particular importance placed on the processes of Authentic Participation and Accountable Implementation and the principles of Livable Built Environment, Resilient Economy, and Interwoven Equity¹⁸.

Required Principles for the Comprehensive Plan¹⁹:

1. **Livable Built Environment:** Ensure that all elements of the built environment, including land use, transportation, housing, energy, and infrastructure, work together to provide sustainable, green places for living, working, and recreation, with a high quality of life.
2. **Harmony with Nature:** Ensure that the contributions of natural resources to human well-being are explicitly recognized and valued and that maintaining their health is a primary objective.
3. **Resilient Economy:** Ensure that the community is prepared to deal with both positive and negative changes in its economic health and to initiate sustainable urban development and redevelopment strategies that foster green business growth and build reliance on local assets.
4. **Interwoven Equity:** Ensure fairness and equity in providing for the housing, services, health, safety, and livelihood needs of all citizens and groups.
5. **Healthy Community:** Ensure that public health needs are recognized and addressed through provisions for healthy foods, physical activity, access to recreation, health care, environmental justice, and safe neighborhoods.
6. **Responsible Regionalism:** Ensure that all local proposals account for, connect with, and support the plans of adjacent jurisdictions and the surrounding region.

Required Processes:

1. **Authentic Participation:** Ensure that the planning process actively involves all segments of the community in analyzing issues, generating visions, developing plans, and monitoring outcomes. We define authentic participation to include:
 - a. Shared Vision for the Future
 - b. Dialogue to Balance Competing Goals

¹⁷ See <https://www.brooklinema.gov/3645/Studies-and-Reports> for list of background reports

¹⁸ <https://www.brooklinema.gov/DocumentCenter/View/36599/Sustaining-Places--Best-Practices-for-Comprehensive-Plans>

¹⁹ From SUSTAINING PLACES: BEST PRACTICES FOR COMPREHENSIVE PLANS

- c. Plan for and protect public investments
 - d. Decision-making guidance
 - e. Effective Outreach and Consultation
 - i. Framing questions for meaningful feedback
 - ii. Sharing knowledge – data on existing conditions and trends
 - iii. Collect and synthesize feed back
 - iv. Utilize existing networks and build on them
 - v. Go to where people are
 - vi. Provide multiple ways to engage in a variety of mediums
2. **Accountable Implementation:** Ensure that responsibilities for carrying out the plan are clearly stated, along with metrics for evaluating progress in achieving desired outcome

Required Attributes:

To be effective, plans must be coherent and well presented, while articulating persuasive visions and clearly communicated goals and ideas. The following two attributes embody these traits:

1. Consistent Content

- a. Assess strengths, weaknesses, opportunities, and threats.
- b. Establish a fact base.
- c. Develop a vision of the future.
- d. Set goals to support the vision.
- e. Set objectives in support of the goals.
- f. Set policies to guide decision making.
- g. Define actions to carry out the plan.
- h. Use clear and compelling features to present the plan.

2. Coordinated Characteristics

- a. Be comprehensive in the plan's coverage.
- b. Integrate the plan with other local plans and programs
- c. Be innovative in the plan's approach
- d. Be persuasive in the plan's communications.
- e. Be consistent across plan components.
- f. Coordinate with the plans of other jurisdictions and levels of government.
- g. Comply with applicable laws and mandates.
- h. Be transparent in the plan's substance.
- i. Use plan formats that go beyond paper.

Staff Capacity

The Planning and Community Development Department will have limited staff capacity in the Comprehensive planning process.

Community Engagement

Respondents to the RFP should provide a proposed Community Engagement Plan. The plan should incorporate elements of Brookline's Community Engagement Plan²⁰ where applicable and the Plan should also, at a minimum, incorporate the elements below. The consultant should detail how they propose to create feedback loops from community outreach activities and display how that information will impact the Comprehensive Plan on the website and social media. The selected consultant will be provided with a preliminary list of community groups and contacts to facilitate the organization of community events.

The successful consultant will have completed multiple projects that included innovative public engagement opportunities to reach residents that typically do not participate in town government but have strong feelings about the future of their town with regard to development, equity, infrastructure, and sustainability. Public engagement is considered central to the process, as opposed to an add-on. It should draw from residents' hopes and concerns for the Town's future and ensure that all voices are heard. Input from engagement will be synthesized into a clear set of choices, gaining feedback from the Steering Group, Engagement Ambassadors, staff, and public surveys. Selected options will ultimately lead to goals, strategies, and objectives.

1. Equity and Inclusion

The Town is seeking a consultant team that will establish an "Equity and Inclusion Approach" document with procedures, tools, and strategies to integrate and promote racial and economic equity and inclusion throughout the Comprehensive Planning process. The proposed equity procedures and strategies should align and be integrated with the Community Engagement Plan. For example, an engagement strategy could be: compare the demographics of event attendees compared to overall Town demographics. If there are groups missing from the event, create strategies to intentionally engage missing population for future activities.

The "Equity and Inclusion Approach" document should incorporate inclusionary best practices described in APA's Sustaining Places report, APA's Planning for Equity Policy Guide (APA Policy Guide; June 2019), racial equity tools published by the Government Alliance on Race and Equity and Brookline's Office of Diversity, Inclusion and Community Relations²¹ and other relevant tools. As part of the strategies for equity, the consultants should propose methodologies for prioritizing resources that mitigate disparate conditions within the Town's Environmental Justice Populations block groups as designated by the state²². Engagement strategies should be specifically crafted to incorporate input from these same Environmental Justice populations.

There should also be intentional outreach to populations not typically involved in town processes including (but not limited to): low-income populations, racial and ethnic minorities, renters, residents of public housing, college students, school-aged students, families with children, people with low mobility, people with technological challenges, and people who have low proficiency in English or people in which English is not their primary language. Experience with working with diverse populations is highly advantageous.

²⁰ <https://www.brooklinema.gov/DocumentCenter/View/33669/CE-Plan---v3-formatted>

²¹ Resources under "Government Alliance on Race and Equity" at <https://www.brooklinema.gov/545/Diversity-Inclusion-Community-Relations>

²² <https://mass-eoea.maps.arcgis.com/apps/webappviewer/index.html?id=1d6f63e7762a48e5930de84ed4849212>

2. Steering Group

A dedicated group of 12-15 citizens whose role provides support and guidance to the consultant team. The Town will be making the appointments. The Town invites the consultant to propose options for Team member appointments, roles, and responsibilities.

3. Engagement Ambassadors

This group will be engagement focused and comprised of representatives of all segments of the Brookline community such that all feel represented by someone on this team. Part of the consultant's Community Engagement Plan should include defining a clear role for Engagement Ambassadors that ensures that the Team will be properly utilized in the consultant's process. The Town invites the consultant to propose options for Team member appointments, roles, and responsibilities. However, with support from the consultants, the Engagement Ambassadors will be expected to contribute, at a minimum, the following elements to the Comprehensive Plan process:

- Provide assistance in ensuring everyone in the Brookline community is represented in the process
- Act as liaisons to the groups they represent, social networks, and neighborhood
- Provide guidance on community engagement events when needed
- Option to volunteer to help and facilitate community events

2. Brookline Interactive Group

The Town of Brookline has a separate contract with Brookline Interactive Group to produce media engagement as part of the Comprehensive Planning process.

- a. Plan Kick-Off: BIG will produce 3 explainer videos and 5 filmed podcast/TV episodes.
- b. Visioning Engagement Campaigns and Events: BIG will produce 3 explainer videos and 3 filmed podcast/TV episodes

3. Quarterly Comprehensive Plan Listening Sessions

The Town's Select Board, Planning Board, and representatives from Engagement Ambassadors will meet once a quarter. At these meetings, the consultant team will provide updates on the Comprehensive Planning process. These meetings will also serve as public listening sessions for feedback on the process. The Planning Board must adopt the Comprehensive Plan at the end of the process according to state law. Additionally, the goal is that the Select Board also endorse the Comprehensive Plan to indicate support in overall Town goals and priorities.

4. Accommodations

Evaluate the need for accommodations for specific engagement activities and coordinate with staff to provide services when appropriate. Accommodations include language translation, American Sign Language interpreters, refreshments, childcare, compensation, and transportation to meetings.

5. Outreach Tools (not limited to)

- Comprehensive Plan Webpage (detailed in the following section)
- Online Surveys

- Social media: engagement activities and advertising events
- Community meetings, possibly hosted by Town Meeting members
- Opportunities for community members to provide visions of Brookline's future
- Other innovative mechanisms designed by the consultant for robust community participation

Process Phases and Deliverables

*The Town of Brookline is targeting a twenty-four month time frame for completion of the project from notice to proceed. Respondents to the RFP should provide a proposed project schedule. The plan will be based on a 15-year planning horizon. For reference only, below is our estimate of proportional cost for different segments of the Comprehensive Plan and an estimated timeline. **We invite proposals that vary from the information provided below.***

Pre-Planning- (~4 months)

1. Deliverable: Final Work Plan

The first draft of the work plan must be included in the bid response. The consultant team will work with the Planning and Community Development Department staff to further refine the work plan after the notice to proceed is issued. A clear work plan (with key dates, activities, and milestones) will be finalized.

2. Deliverable: Final Community Engagement Plan

The first draft of the community engagement plan must be included in the bid response. The consultant team will work with the Planning and Community Development Department staff and to further refine the work plan after the notice to proceed is issued. A clear engagement plan (with key dates, activities, and milestones) will be finalized.

3. Meet with all Departments and Town Administrator to understand work underway, current issues and opportunities, recent plans, and current and long-term Town priorities. A list of recent plans and contacts is included [here](#). Leads on each plan will meet with the consultant team and brief them on the plan.

4. Deliverable: Final Equity and Inclusion Approach

Consultants will meet with the Office of Diversity, Inclusion, and Community Relations staff. The consultant team will develop a 2-4 page “Equity and Inclusion Approach” document with procedures, tools, and strategies to integrate and promote racial and economic equity and inclusion throughout the Comprehensive Planning process. It will be reviewed by the Office of Diversity, Inclusion, and Community Relations staff.

5. Deliverable: Comprehensive Plan Webpage

- Displays key background data graphically (maps and visual data)
- Shows upcoming events
- Updated weekly or promptly following significant milestones
- Hosts ongoing engagement utilizing tools such as: interactive map, surveys, and feedback tools
- Reports on results of engagement efforts, meeting summaries, and identification of any next steps
- Topic specific pages will be produced during the “Topic-Based Recommendations” phase
- Set up a clear, accessible, and dynamic webpage on consultant’s own platform.
Access/licenses will be given to staff to post content on the primary landing page if urgent

information changes are needed, but the consultant team will be responsible for this webpage, including any responses to community member inquiries or ideas.

6. Deliverable: Challenges and Opportunities Analysis

Generate demographic data and trends, regional and local growth scenarios, and fiscal pressures of municipal government. Assess challenges and opportunities based on this information. Utilize and share key background data to develop a shared understanding for vision recommendations. Share report on the website.

7. Deliverable: Growth and Change Scenario Testing Analysis

- a. Use projections to analyze, compare and address a range of potential future land use conditions in the next 15 years (5, 10, and 15 year horizons). Compare possible futures by assessing conditions under a range of potential outcomes in population, employment, recreation/open space, and climate impacts.
- b. Show estimates of implications or impacts on the built environment, Town infrastructure, and expenditures/capital investments where appropriate.
- c. Display information through charts and maps

Visioning- (~4 months)

1. Plan Kick-Off

Event and/or an engagement campaign to signal the start of planning process. Event and/or an engagement campaign to signal the start of planning process. Among other things, this kick-off event should provide the public with a general summary of key findings learned during the various pre-planning tasks (demographics, issues/opportunities, Town priorities, etc.), a general roadmap of the Comprehensive Plan process, and a clear set of expectations and opportunities for future public engagement options. Utilize Brookline Interactive Group to create multi-media and videos for outreach and engagement.

2. Visioning Engagement Campaigns and Events

Social media engagement, surveys, events, and pop-ups. Train and work with Engagement Ambassadors to help with outreach efforts and events. Community engagement events should be organized in a manner that intentionally captures, or maximizes access for, marginalized groups. When possible, pop-up stalls and community engagement events should be coordinated with existing Town events to maximize participation. Utilize Brookline Interactive Group to create multi-media videos for outreach and engagement.

3. Small Group Conversations:

Visioning focus groups to engage specific groups of people and key stakeholders. Intentionally includes individuals and groups typically not involved in Town processes but should also include recognized civil associations such as merchant associations and civic groups.

4. Deliverable: Produce Vision Statements

The Comprehensive Plan's Vision Statements should capture the aspirations of Brookline residents for the future of the Town. Vision Statements should be very broad in their scope but clear enough that the key topics of importance to the Town are clearly stated in the Vision Statements and that numerical goals and strategies for action can be generated from them with further community input. Get feedback on the vision statements and incorporate the feedback into the draft.

5. Present final vision statements during listening session to the public, Planning Board, and Select Board

Topic-Based Recommendations- (~9 months)

1. Topic Based Engagement Campaigns and Events

Social media engagement, surveys, events, and pop-ups. In the development of the topic sections, the consulting team will need to help the community set goals in the presence of different (and sometimes conflicting) interests. Get input from the public about the thematic map. Work with Engagement Ambassadors for engagement and help with outreach efforts and events.

2. Cross-cutting workshops on pertinent topics

Cross-cutting and cross-disciplinary topic-based events to engage key stakeholders and applicable groups. Intentionally engage key stakeholders, applicable groups, and individuals typically not involved in Town processes.

3. Consult Town Departments about pertinent topics.

4. Deliverable: Set Goals and Topic Sections

Base goals to address critical issues raised from topic sections, Town visions, Challenges & Opportunities, and community feedback. At least one measurable objective should be included in each Topic Section. Get feedback on the goals and topic areas including presenting at a listening session.

5. Deliverable: Propose Strategies

Identify strategies based on Town vision statements, goals, and to address Challenges & Opportunities. Get feedback on the strategies including presenting at a listening session.

6. Deliverable: Thematic Map

Develop areas of the Town to Conserve, Enhance, Transform based on staff and community engagement. Get feedback on the final map including presenting at a listening session.

7. Deliverable: Draft of Topic Sections with Goals, Strategies, and Objectives

In each topic section, include the topic-specific barriers, gaps, and opportunities between existing policies/regulations as compared to the topic's defined long-term goals and objectives. Examples may include: a prioritized list of new zoning tools and other changes; identify key urban design principles that should guide new development for various settings in the city; identify policy

changes or other steps that will be necessary to realize the plan recommendations; identify new programs and programmatic changes that will facilitate the vision.

Each topic section should cross multiple master plan elements as defined by the State. To be consistent with Massachusetts General Law Ch. 41, s. 81-D²³, the Plan should highlight one-page summaries of each state-required element either within topic sections or in the appendix.

- 8. Presentation to public on Topic Sections and thematic Map**
Get feedback
- 9. Presentation of Final Section draft and thematic Map to Select Board, Planning Board, and appropriate boards and commissions**
- 10. Incorporate feedback into final topic section draft**
- 11. Get approval on the Topic Sections from the Select Board & Planning Board**

Planning for Implementation- (~7 months)

1. Deliverable: Implementation Plan Draft

- Strategy and Phasing: Budget Implications: Estimate an order-of-magnitude costs of capital projects and the budget implications of operational initiatives; identify potential funding sources at the local, state and federal level, including third party sources.
- Roles and Responsibilities: Identify leaders and other participants who will be responsible for each action step, both within Town government and with outside partners.
- Development of Indicators: Develop a set of Indicators that are specific to the goals and objectives resulting from the town wide plan to allow the Town to effectively measure plan performance, implementation, or need for re-evaluation over time. This includes the establishment of baseline measurements based on previous research. Monitoring methods should be described and visualization and reporting methods to present indicators to the public and elected officials.

Get feedback on the draft.

2. Deliverable: Action Plan Document

Translate the vision and plan recommended goals and objectives into specific action steps with short, medium, and long-term projects and initiatives, taking into consideration current priorities, funding, and capacity of Town and other partners. Phasing should include targeted progress towards each measurable goal.

3. Meet with all impacted Departments and Town Administrator to discuss the Implementation Plan and Action Plan.

²³ MA General Law Ch. 41, s. 81-D standard master plan elements: Goals and Policies Statement, Land Use Plan Element, Housing Element, Economic Development Element, Natural and Cultural Resource Element, Open Space and Recreation Element, Services and Facilities Element, Circulation Element, and Implementation Program Element.

4. **Deliverable: Comprehensive Plan Summary (1-3 pages)**
5. **Deliverable: Produce Engagement Section (with documentation in appendix)**
Get feedback on the draft.
6. **Deliverable: Webpage for tracking progress**
Design a webpage that is set up to track progress on the Comprehensive Plan implementation. This will be set up by Town staff on a Town-hosted webpage and template. The consultant will provide all text, graphics and linked materials.
7. **Deliverable: Complete Comprehensive Plan Document and Appendices, native files (GIS, PDF, photos, Adobe files, engagement responses, data, contacts)**
The document should include all the previous deliverables.
8. **Deliverable: Reevaluation Schedule and Guidance**
Establish a schedule for re-evaluation of strategies and objectives over the 15 year time horizon of the plan.
9. **Get feedback from the steering group and Brookline staff on the tracking webpage and re-evaluation plan.**
10. **Presentation to the public on implementation**
11. **Presentation of draft to Select Board, Planning Board, and appropriate Boards and Commissions**
12. **Incorporation of input in implementation draft**
13. **Seek approval of the Comprehensive Plan from the Planning Board**
14. **Town to submit to the State for approval**

EVALUATION CRITERIA

Respondents can consist of a single planning firm or a consultant team containing sub-consultants.

Minimum Application Requirements

1. **Work Plan**
2. **Engagement Plan with Equity and Inclusion Approach outline**
3. **Staffing Plan**
4. **3 references or reference contacts**
5. **1 Comprehensive Plan Work Sample**
6. **Short Answer Questions**

Please limit responses to 500 words or less.

1. Does the lead consultant, or do any proposed sub-consultants, have experience working with resident groups and experience designing and undertaking creative, robust, and inclusive public participation processes? Explain and include any relevant work samples.
2. Does the lead consultant, or do any proposed sub-consultants, have experience working in communities with conflicting interests to create vision statements and goals? Does the consultant have particular skills building consensus? Explain and include any relevant work samples.
3. Does the lead consultant, or do any proposed sub-consultants, have experience working with diverse populations and/or utilizing procedures, tools, and strategies that promote racial and economic equity and inclusion throughout a planning process? Explain and include relevant work samples.

Comparative Evaluation Criteria

Each proposal referred to the Evaluation Committee by the CPO shall be rated according to the following comparative evaluation criteria.

1. **Criterion: Overall quality and breadth of proposal and understanding of the complexity of the task.**

- Highly advantageous: Application is clear, well-organized and expands upon the content of the RFP to indicate a superior understanding of the issues involved and shows a strong grasp of the APA Sustaining Places Initiative's Principles and Processes for a Comprehensive Plan.
- Advantageous: Application is generally clear, reasonably well organized, and indicates a reasonable understanding and grasp of the issues involved, and shows a grasp of the APA Sustaining Places Initiative's Principles and Processes for a Comprehensive Plan.

- Not Advantageous: Application is overall unclear, not well-organized, and fails to indicate a full understanding and grasp of the issues involved. The application somewhat or does not show a grasp of the APA Sustaining Places Initiative’s Principles and Processes for a Comprehensive Plan.

2. Criterion: Work Plan Completion of a work plan.

- Highly Advantageous: The respondent proposes a thorough and detailed approach to the work plan. The plan includes a timeline, meets or exceeds the minimum deliverables, and provides a superior opportunity to achieve plan goals. The respondent weaves APA Sustaining Places Initiative’s Principles and Processes throughout their approach to the work plan’s processes and activities.
- Advantageous: The respondent proposes an acceptable approach to the work plan. The plan includes a timeline, meets the minimum deliverables, and provides an opportunity to achieve plan goals. The respondent somewhat demonstrates the use of APA Sustaining Places Initiative’s Principles and Processes through their approach to work plan processes and activities.
- Not Advantageous: The respondent does not propose an acceptable approach to the work plan, goals, or deliverables. The respondent does not demonstrate the use of APA Sustaining Places Initiative’s Principles and Processes through their approach to work plan processes and activities.

EXPERIENCE & IMPLEMENTATION

3. Criterion: Relevant Experience A demonstrable record of success in completing municipal-wide Comprehensive Plans of similar scope and scale. Prior client satisfaction with the working relationship, project management capabilities, and technical expertise in developing similar projects. Work samples demonstrate innovative and creative approaches to graphic design, engagement, and solutions to problems. The references exhibit the consultant’s ability to maintain communication on plan development and completing projects on time.

- Highly Advantageous:
 - Firm or team has completed three or more municipal Comprehensive Plans. The respondent has included at least one project of similar scope and scale to Brookline as work samples that superiorly demonstrate the above criterion.
 - Three or more clients consider the consultant’s services to be satisfactory or better. Proposal clearly demonstrates how communication on plan development will be maintained. References demonstrate the consultant team’s ability to complete projects on time.
- Advantageous:
 - Firm or team has completed 1-2 municipal Comprehensive Plans. The respondent has included two projects of similar scope and scale to Brookline as work samples that adequately

demonstrate the above criterion.

- At least two clients consider the consultant's services to be satisfactory or better. Proposal demonstrates how communication on plan development will be maintained. References demonstrate the consultant team's ability to complete projects on time.
- **Not Advantageous:**
 - Firm or team has completed no Comprehensive Plans. The respondent may have or have not included projects of similar scope and scale as work samples.
 - Clients do not consider the consultant's services satisfactory or better or less than three references are submitted. Proposal does not demonstrate how communication on plan development will be maintained. References do not demonstrate the consultant team's ability to complete projects on time.

PROFESSIONAL CRITERIA

4. Criterion: Staffing Plan The plan includes professional qualifications of all project personnel with particular attention to training, educational background, and relevant professional experience. The Principal In-Charge, Project Manager, other key personnel, and any consultants to be assigned to the project, and demonstrates expertise and experience working on Comprehensive Plans.

- **Highly advantageous:** The staffing plan is comprised of highly qualified individuals with significant relevant experience that apply to the scope of work. The lead consultant has an established track record working with their proposed team members.
- **Advantageous:** The staffing plan is comprised of at least some key individuals who are highly qualified with significant relevant experience that apply to the scope of work. The lead consultant has worked with most of the proposed team members previously.
- **Not Advantageous:** The staffing plan is comprised individuals who are minimally qualified with relevant experience that apply to the scope of work. The lead consultant has not worked with most of the proposed team members previously.

5. Criterion: Proposer's approach to enhancing diversity in proposed team

- **Highly advantageous:** The proposer's lead or co-lead consultant for this project qualifies as a Disadvantaged Business Enterprise (DBE) and is certified by the State of MA Office of Diversity agency or a similar qualification by another certifying organization. The proposal includes a clear description of the DBE's role as the lead/co-lead consultant and their involvement in specific project-related tasks.
- **Advantageous:** The consultant's team for this project includes sub-consultant(s) that qualify as a Disadvantaged Business Enterprise (DBE) and is certified by the State of MA Office of Diversity agency or a similar qualification by another certifying organization. The proposal includes a clear

description of the DBE's role as a sub-consultant and their involvement in specific project-related tasks.

- Not Advantageous: The consultant's team for this project neither includes a lead/co-lead consultant nor sub-consultants that qualify as a Disadvantaged Business Enterprise (DBE), as certified by the State of MA Office of Diversity agency or a similar qualification by another certifying organization.

COMMUNITY ENGAGEMENT

6. **Criterion: Community Engagement Plan and Equity and Inclusion Approach outline:** Completion of the Community Engagement Plan with an outline for the Equity and Inclusion Approach document

- Highly Advantageous: The respondent proposes a thorough, innovative, and detailed approach to the community engagement plan that details how the team will utilize and coordinate with Engagement Ambassadors. The team proposes creative and inclusive engagement activities and approaches to achieve plan goals. The respondent also proposes an outline for the Equity and Inclusion Approach document which has well thought out procedures, tools, and strategies to integrate and promote racial and economic equity and inclusion throughout the Comprehensive Planning process. The respondent weaves APA Sustaining Places Initiative's Principles and Processes throughout their approach to activities and processes.
- Advantageous: The respondent proposes an acceptable approach to the community engagement plan that adequately demonstrates how the team proposes to utilize and coordinate with Engagement Ambassadors. The team proposes an engagement activities and approaches to achieve plan goals. The respondent also proposes an acceptable outline for the Equity and Inclusion Approach document that adequately demonstrates procedures, tools, and strategies to integrate and promote racial and economic equity and inclusion throughout the Comprehensive Planning process. The respondent somewhat demonstrates the use of APA Sustaining Places Initiative's Principles and Processes through approach to activities and processes.
- Not Advantageous: The respondent proposes an acceptable approach to the community engagement plan but fails to show how they purpose to utilize Engagement Ambassadors or suggest specific community engagement activities and approaches. The respondent also proposes an acceptable outline for the Equity and Inclusion Approach document but fails to adequately show procedures, tools, and strategies to integrate and promote racial and economic equity and inclusion throughout the Comprehensive Planning process. The respondent does not demonstrate the use of APA Sustaining Places Initiative's Principles and Processes through their approach to work plan processes and activities.

PROPOSAL PROCEDURES

The Town of Brookline is seeking proposals for professional services to conduct a Comprehensive Plan. Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws c. 30B.

Procedures under this invitation require separate and confidential submission of pricing and a separate submission of a technical proposal. Technical proposals will be evaluated without knowledge of prices by a committee appointed by the Chief Procurement Officer. The Chief Procurement Officer will determine the most advantageous proposal after taking into consideration the evaluation of technical proposals made by the committee together with a consideration of prices.

For any questions regarding the scope of service or availability of referenced materials, please contact **Kara Brewton, Planning Director, Brookline Department of Planning & Community Development, at 617-730-2468 or kbrewton@brooklinema.gov**

Any questions concerning this RFP or procedures, must be submitted in writing to:
David Geanakakis, Chief Procurement Officer, 333 Washington Street Brookline, MA 02445
Telephone: 617-730-2195 or email: dgeanakakis@brooklinema.gov

Proposals may be held open for a period of one hundred twenty (120) days after the proposal submission date unless award is made sooner or the time for award is extended by consent of all parties concerned. Award, payment and performance obligations shall depend on the availability and appropriation of funds. Award of a contract may be subject to the approval of the Town of Brookline Select Board.

Proposal Submission

Proposals must be sealed, clearly marked and should be submitted to:

Town of Brookline
Town Hall, Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

The deadline for submission of proposals is Tuesday December 12, 2023 at 2:00 p.m., at which time the Technical Proposals shall be opened in confidence in accordance with c. 30B, Section 6(d). Proposals received after that date and time will be rejected.

It is the sole responsibility of the Proposer to ensure that the proposal arrives on time at the designated place.

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

One (1) original and six (6) copies of each proposal shall be submitted as follows:

Technical proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope A – Technical Proposal

Town of Brookline Comprehensive Plan

Reference #P-24-08

Bidder's Name _____

Price proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope B - Price Proposal

Town of Brookline Comprehensive Plan

Reference #P-24-08

Bidder's Name _____

Clarification

The Town reserves the right to contact any consultant to clarify its Proposal. The Town may require all or some of the proposers who meet the minimum criteria to make an oral presentation (interview) to the Town.

If it becomes necessary to revise any part of this proposal, an addendum will be provided to all prospective Proposers who received the proposal.

Any interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to the Purchasing Division.

No request or questions will be accepted after two (2) weeks prior to the proposal submittal deadline. If answers are deemed necessary, questions and answers will be compiled and sent to all Proposers who requested a copy of the RFP before the proposal submittal deadline.

Vendors should review this RFP document and are encouraged to submit in writing any questions to the David Geanakakis, Town of Brookline Purchasing Division, email dgeanakakis@brooklinema.gov by Wednesday October 25, 2023 @ Noon

Rejection of Proposal

The Town reserves the right to reject any and all Proposal for non-conformance to the terms of this RFP and to applicable law and misrepresentation, and failure to submit costs in a separate sealed Price Proposal envelope.

Execution of Agreement

The Town will prepare and submit to the selected consultant a contract that will incorporate by reference the consultant's Proposal. Before an agreement is executed the successful proposer will be required to submit a certificate of tax compliance in accordance with the provisions of MGL Chapter 62C Section 49A.

Interviews

After the review of the Technical Proposals, the committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required services. Based on the presentation and written Technical Proposal submitted, interviewees will be rated: highly advantageous, advantageous, not advantageous, or unacceptable, in accordance with the provisions of M.G.L. Ch. 30B.

INSURANCE REQUIRED

Hold Harmless Agreement

The successful Bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Town of Brookline, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the successful Bidder, its employees, subcontractors or any independent contractors working under the direction of either the successful Bidder or subcontractor in the performance of this contract.

INDEMNITY

The contractor agrees to indemnify and defend the Town of Brookline and hold harmless the Town of Brookline from any and all claims, demands, loss, liability, causes of action, suits, judgments, liabilities and expense for property damages and/or injury to, or death of persons, arising or in any manner growing out of any of the contractor's activities in connection with work under this contract, as to the work of the contractor, his agents or employees. The contractor shall assume the defense and save harmless the Town of Brookline and its individual officers, employees or agents from said claims arising out of the work of the contractor. The Town reserves the right to select outside counsel to defend any such actions, such outside counsel being subject to the approval of the contractor and not to be reasonably withheld or delayed, to defend any such actions.

CONTRACTOR INSURANCE OBLIGATION

Prior to starting work on this contract, the contractor shall deposit with the Town of Brookline, certificates from insurers clearly stating that the required insurance policies have been issued to the contractor and will remain in effect during the time period required to complete the contract. The certificates must be in a form satisfactory to the Town. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, Owned, Non-owned and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, which ever are greater.

The contractor agrees to take all precautions for safety while conducting the work so as to prevent injuries or damages to persons or property on the assigned job site. The contractor agrees that he shall possess and maintain throughout the contract period/project insurance in the kinds and amounts as follows:

A. Commercial Liability:

General Aggregate:	\$1,000,000.00
Products Completed Operations Aggregate	\$1,000,000.00
Personal Injury and Advertising Limit	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	\$ 100,000.00
Medical Expenses	\$ 5,000.00

B. Automotive - For all owned, non-owned, hired and leased vehicles:

Each Occurrence Combined Single Limit \$500,000.00

or

Bodily injury - each person	\$1,000,000.00
- each accident	\$1,000,000.00
Property damage - each occurrence	\$1,000,000.00

C. Umbrella:

Combined single limit	\$1,000,000.00
General aggregate	\$1,000,000.00

D. Worker's Compensation

Coverage A	STATUTORY
Coverage B Each Accident	\$ 500,000.00
Disease - Policy Limit	\$ 500,000.00
Disease - Each Employee	\$ 500,000.00

The contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The Town of Brookline must be an additional insured on any such umbrella policy.

ADDITIONAL INSURED

The Town of Brookline must be named as an additional insured on the ENTIRE liability policy. The Insurance Certificate must be written in the name of the Town of Brookline as an Additional Insured in order to protect the interest of the Town from any liability which might be incurred against it as a result of any operation of the Contractor, his subcontractors, or their employees.

NOTICE The policy must contain a notation the insurer will give 30 days' notice to the Town of Brookline prior to cancellation, change or non-renewal of the policy.

OCCURRENCE Notice of Occurrence is to be given to the Director of Buildings

CARRIER RATING Carriers MUST have an A.M. Best rating of A or better.

The Town reserves the right, at its sole discretion, to amend the insurance requirements set forth above.

Subcontractors: In the case of any work sublet, the successful Bidder shall require subcontractors and independent contractors working under the direction of either the successful Bidder or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the successful Bidder.

Additional Insured: The Town of Brookline, its officers and employees shall be named as additional insureds without restrictions on the successful Bidder's, subcontractors, and independent contractor's liability insurance policies and certificates of insurance.

Proof of Insurance: The successful Bidder shall furnish the Town of Brookline with Certificates of Insurance and a copy of the policies if requested by the Town. The name of the project or contract to be covered must be listed on the certificates of insurance. Before commencing any performance under this Contract, the successful Bidder shall deliver all the Certificates of Insurance to the Town certifying that the policies stipulated above are in full force and effect.

Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellation, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the Town of Brookline, Purchasing Division, 333 Washington Street, Brookline, MA 02445, via certified mail.

CONTRACT AWARD AND TERM

A contract with one company will be awarded as a result of this RFP.

Selection Committee

A Selection Committee shall be established by the Chief Procurement Officer to select the consultant. The Selection Committee shall apply the Evaluation Criteria, set forth above, to each proposal. Based on the presentation and written Proposal submitted, the Selection Committee shall rate each proposal as: highly advantageous, advantageous, or not advantageous.

Following review of the Proposals, the Selection Committee may, at its discretion, schedule individual interviews with any or all of the proposers for the purpose of further evaluation of a proposer's qualifications and ability to provide the required services. It is anticipated that these interviews will be conducted remotely.

Based on its review of the Proposals, interviews, and Cost Proposals, the Evaluation Committee will make a recommendation to the Chief Procurement Officer for the award of a contract to the most advantageous proposal.

The Town reserves the right to adjust the proposed plan of work submitted by the selected consultant.

The Town further reserves the right to reject all proposals and to not enter into a contract to prepare a Comprehensive Plan.

TOWN OF BROOKLINE, MASSACHUSETTS PURCHASING DIVISION

333 WASHINGTON STREET BROOKLINE, MA 02445

REQUEST FOR PROPOSALS
Town of Brookline Comprehensive Plan
PROPOSAL SIGNATURE FORM
(To be submitted in Envelope A)

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this 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.

The following items are to be completed by the proposer:

Title of Proposal _____

Guaranteed Date of Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Our company is: A Corporation _____ A Partnership _____ Individually Owned _____

Signature of Company Official _____

Title _____

Telephone Number _____

Email Address _____

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION

REQUEST FOR PROPOSALS
Town of Brookline Comprehensive Plan
PRICE PROPOSAL
(To be submitted in Envelope B)

The price quoted below includes the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The Town of Brookline will not pay for travel time or any travel related expenses.

The undersigned hereby proposes to furnish all necessary services required for Comprehensive Plan all in accordance with our attached technical specifications and our submitted price proposal as noted below.

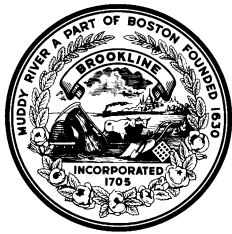
1. Comprehensive Plan	\$
Personnel	\$
Major Tasks	\$
TOTAL PRICE to Complete the Project	\$

Name of Company Making Proposal

Signature of Individual Submitting the Proposal

Title

VENDOR MUST RETURN THIS PAGE WITH YOUR PRICE PROPOSAL



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.
2. **BID (VENDOR) LISTS.** Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.
3. **MARKING ENVELOPS.** The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.
4. **SAMPLE.** The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.
5. **TAXES.** Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.
6. **PRICE PROPOSAL FORM.** The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

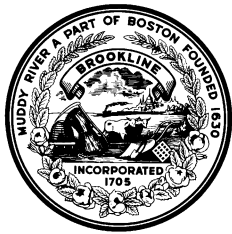
7. **CASH TERMS.** Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. **PROPOSAL DOCUMENTS.** The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. **MINORITY BUSINESS ENTERPRISE PROGRAM.** Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. NOTICE CONCERNING UNEXPECTED CLOSURES: If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. Individuals, whom are in need of auxiliary aids for effective communication in Town programs and services, may make their needs known to Robert Sneirson, at (617) 730-2328. Those who need effective communication services should dial 711 and ask the operator to dial the relevant Town Department.



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

GENERAL CONDITIONS

DAVID C GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

(e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

(f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the SelectBoard, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the proposer under the appropriate column, it is understood that the proposer will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this 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.

The following items are to be completed by the proposer:

Title of Proposal _____

Guaranteed Date of Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Our company is: A Corporation _____ A Partnership _____ Individually Owned _____

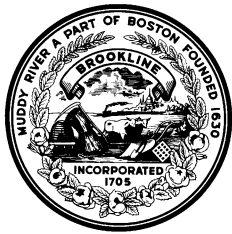
Signature of Company Official _____

Telephone Number _____

Facsimile Number _____

Email Address _____

Terms: _____ % _____ Days, Net _____ Days



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

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

Signature of individual submitting bid or proposal

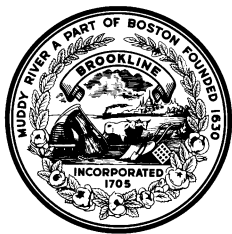
Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street

Brookline, MA 02445

617-730-2195

Fax: 617-264-6446

Certificate of Compliance with Article 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

of the Town of Brookline By-Laws

I, _____ (printed name of individual/employer contracting with the Town) hereby certify that I shall comply with the Fair Employment Practices in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.4 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to fair employment practices and non-discrimination.

Signed under the pains of penalties of perjury, on this _____ day of _____, 20__;

Contractor

Certificate of Compliance with Article 4.5

DISCRIMINATION PROHIBITION WITH REGARD TO CONTRACTS

of the Town of Brookline By-Laws

I, _____ (printed name of individual/employer contracting with the Town) hereby certify that I shall not discriminate against any individual because of such individual's race, color, religious creed, national origin, sex, sexual orientation, age or ancestry in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.5 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to non-discrimination.

Signed under the pains of penalties of perjury, on this _____ day of _____, 20__;

Contractor

**Certificate of Compliance with Article 4.8
LIVING WAGE
of the Town of Brookline By-Laws**

I, _____ (printed name of individual/employer contracting with the Town) hereby certify that I shall pay the Living Wage in fulfilling the terms of the contract that I propose to enter into with the Town of Brookline, and to which this Certificate is appended. By its signature on this Certification, the undersigned indicates it has reviewed Article 4.8 of the General Bylaws of the Town of Brookline and agrees to incorporate into an Agreement the necessary provisions related to Living Wage.

Signed under the pains of penalties of perjury, on this _____ day of _____, 20__;

Contractor

CERTIFICATE OF VOTE

I, _____, Clerk of

_____, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that _____ is the
(NAME OF OFFICER)

duly elected _____ of said Corporation.
(TITLE)

Signed _____
(CLERK-SECRETARY)

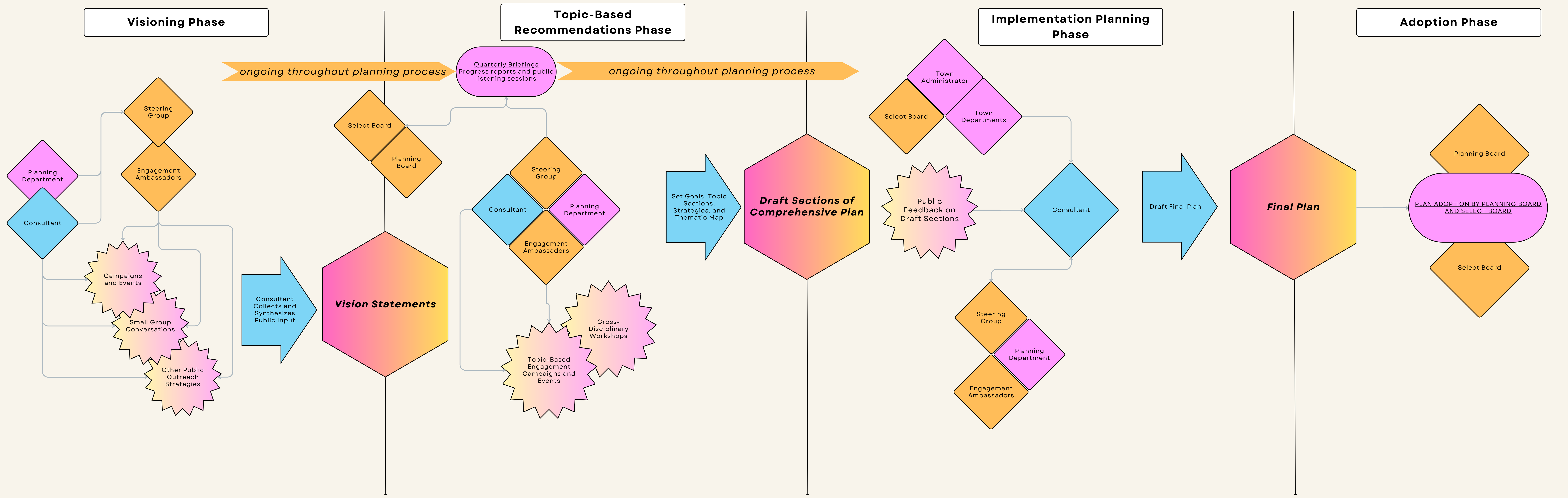
Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.



Visioning Phase

Topic-Based Recommendations Phase

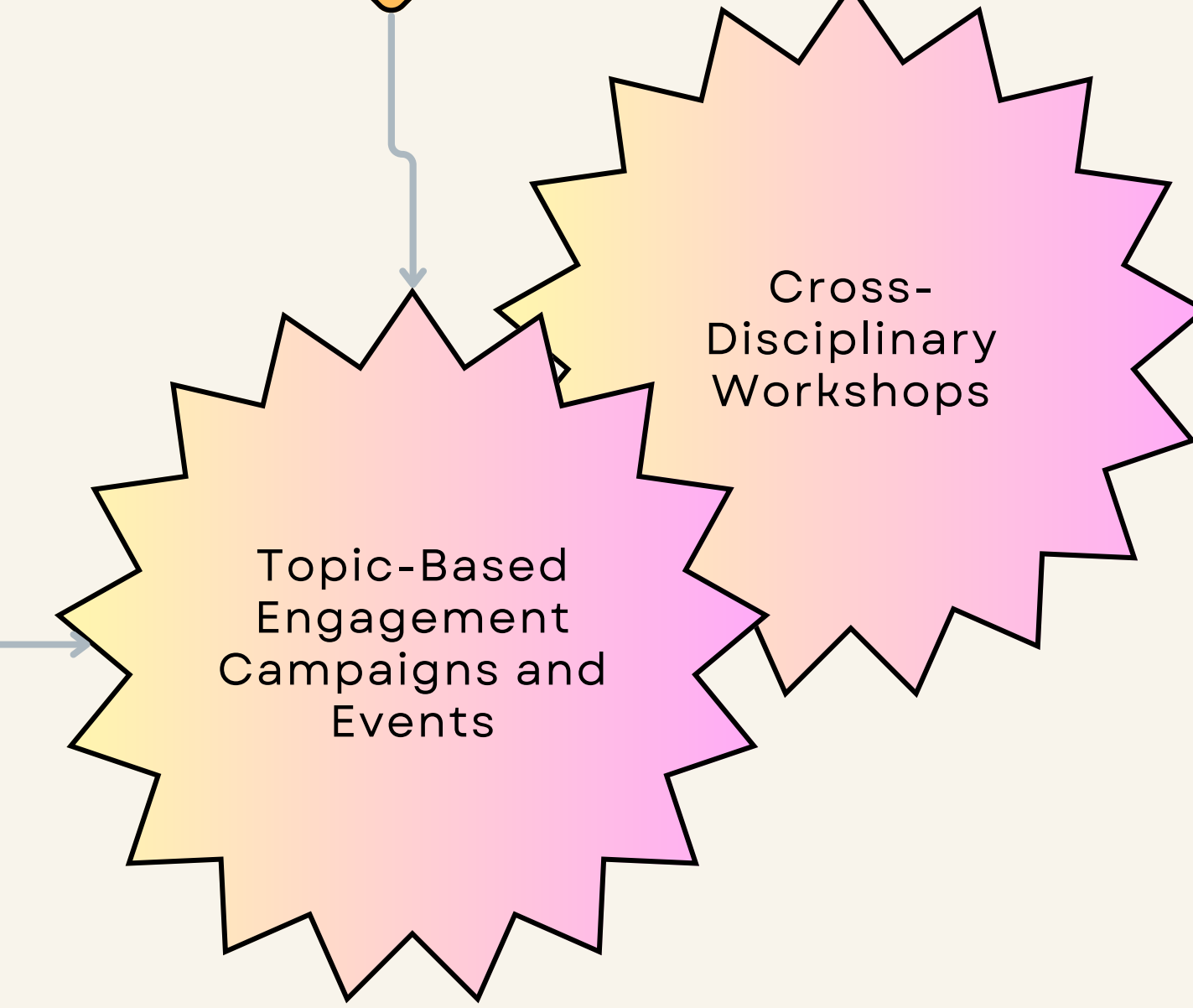
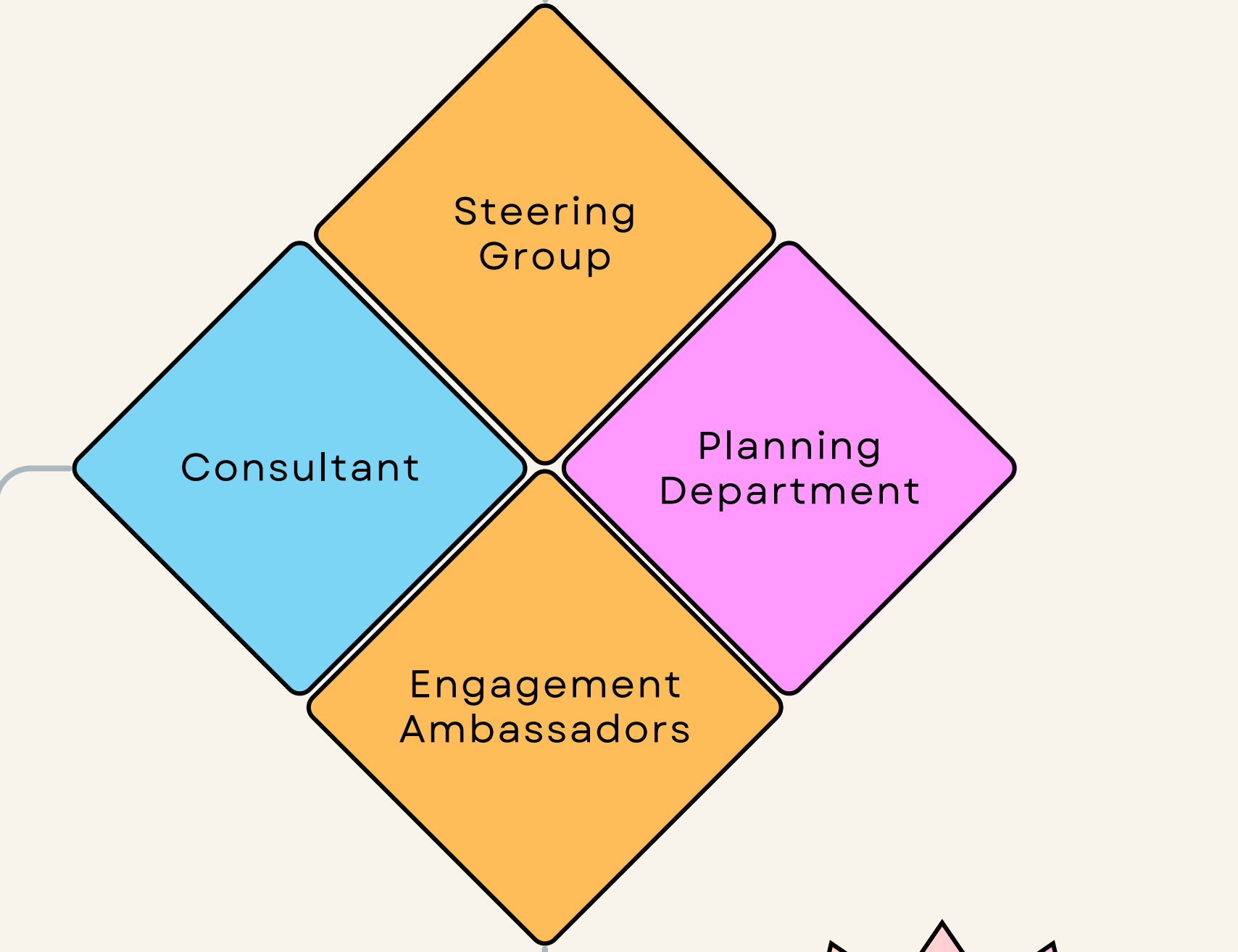
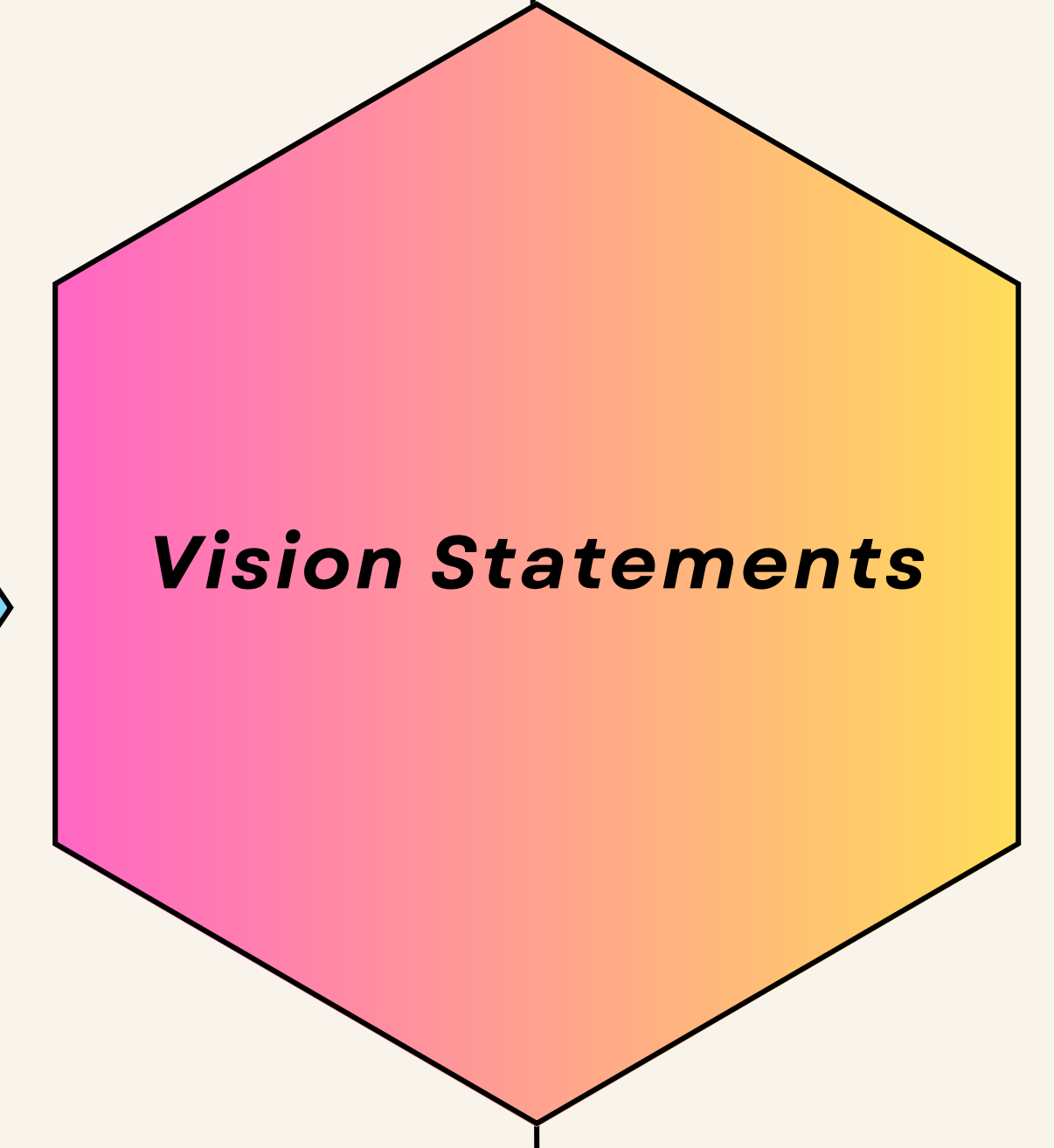
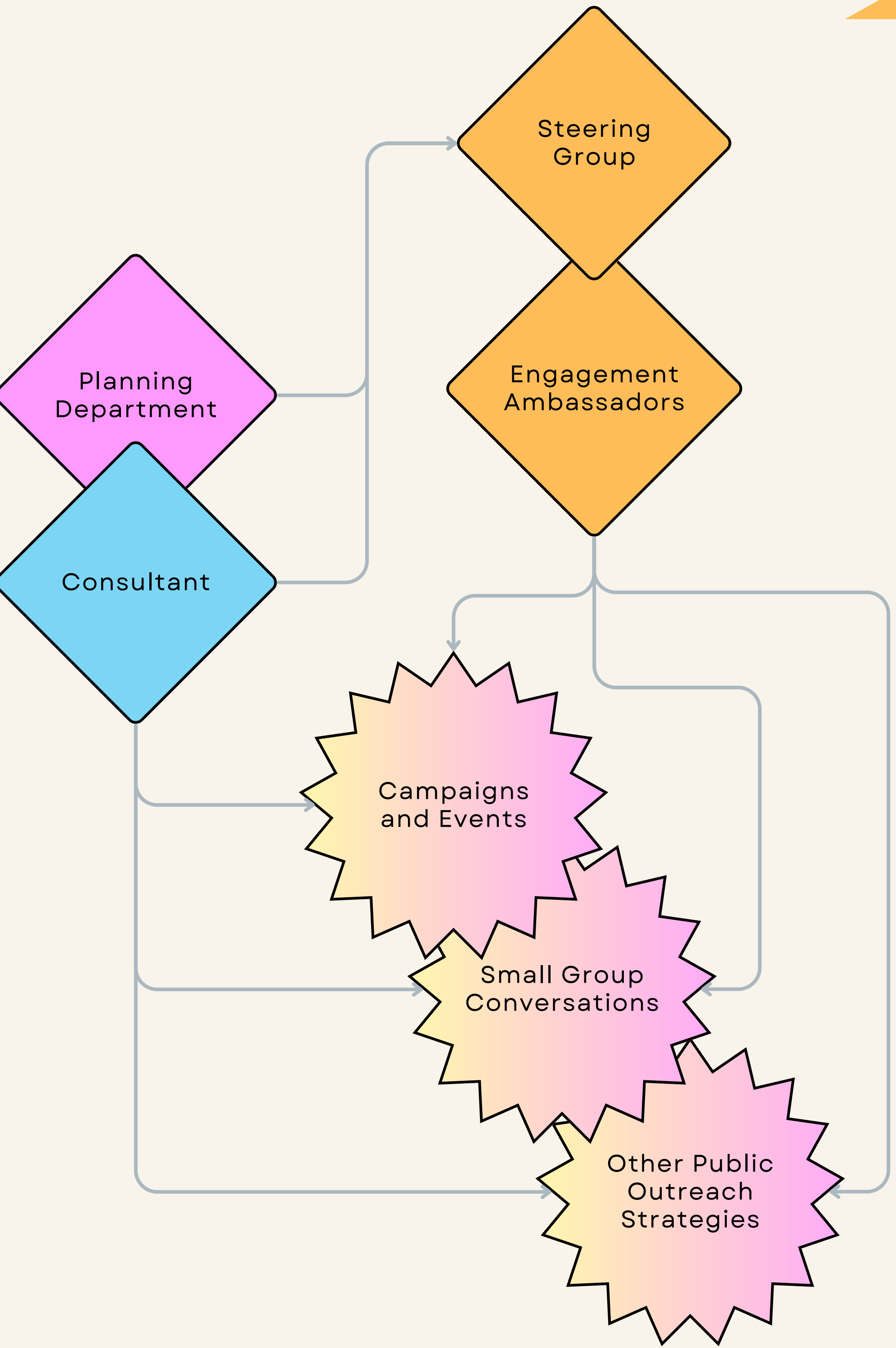
Implementation Planning Phase

Adoption Phase

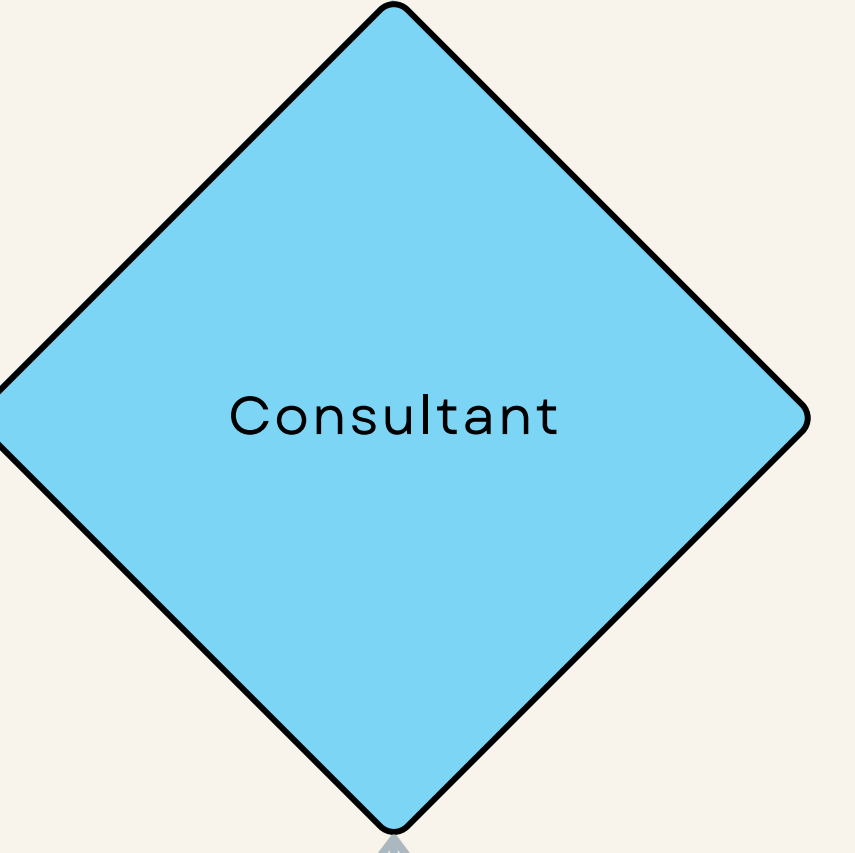
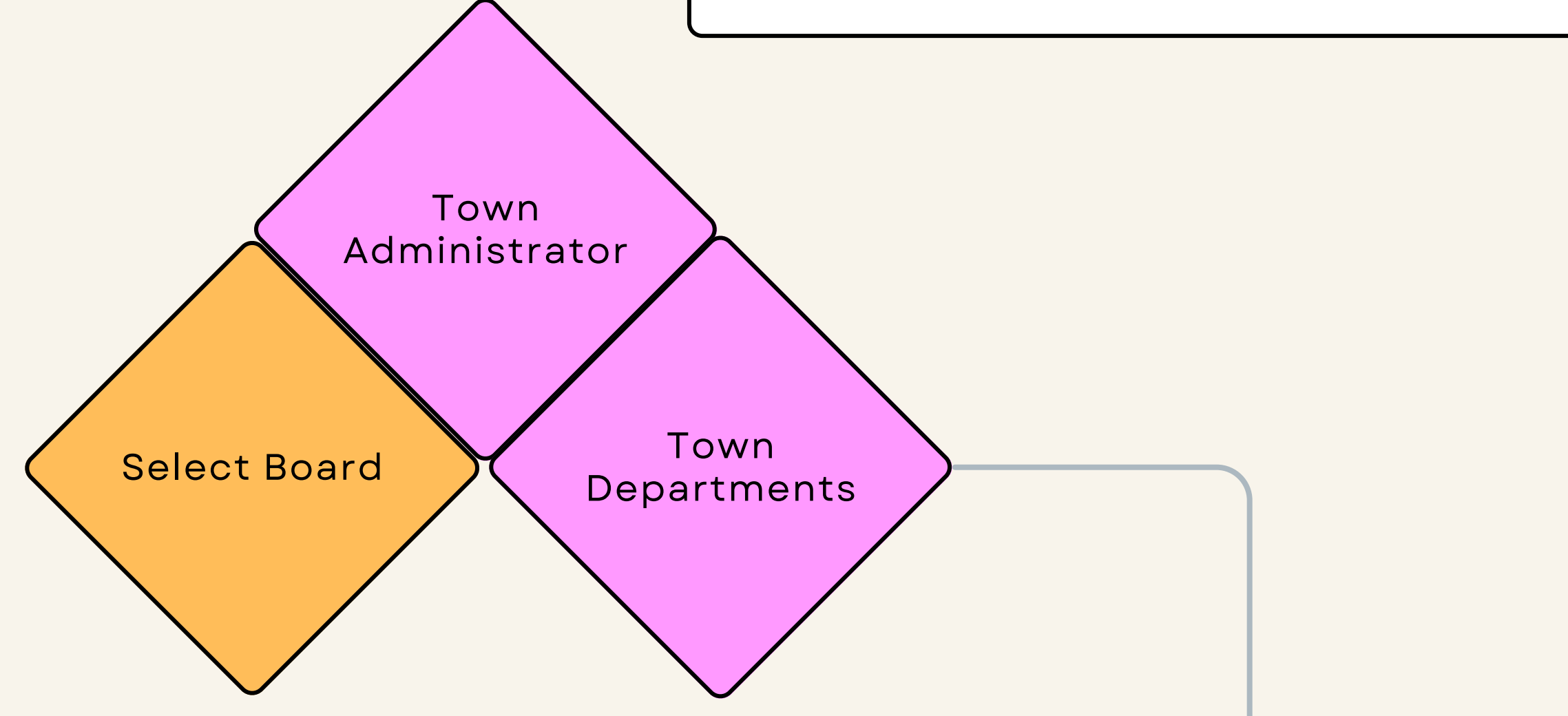
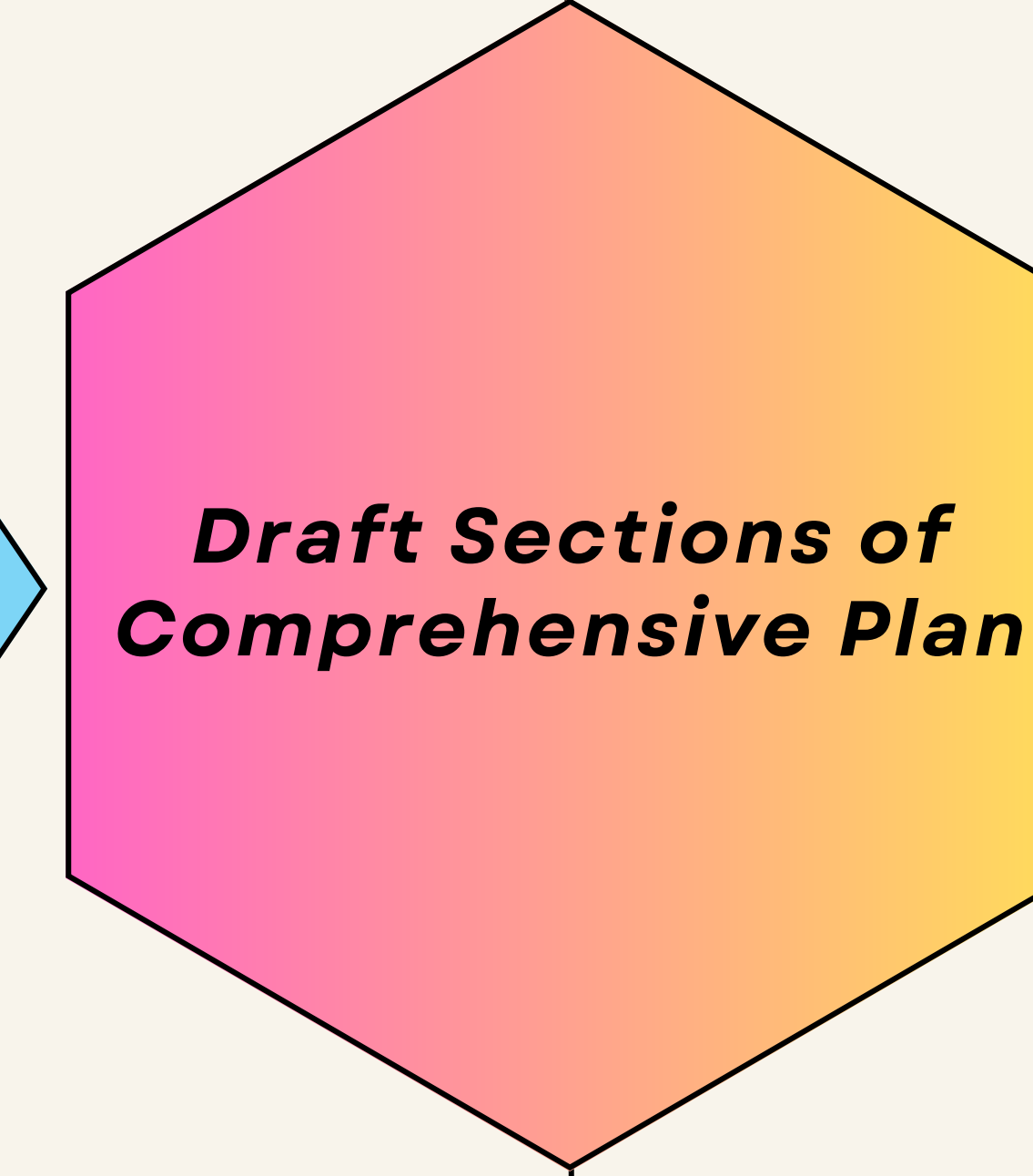
ongoing throughout planning process

ongoing throughout planning process

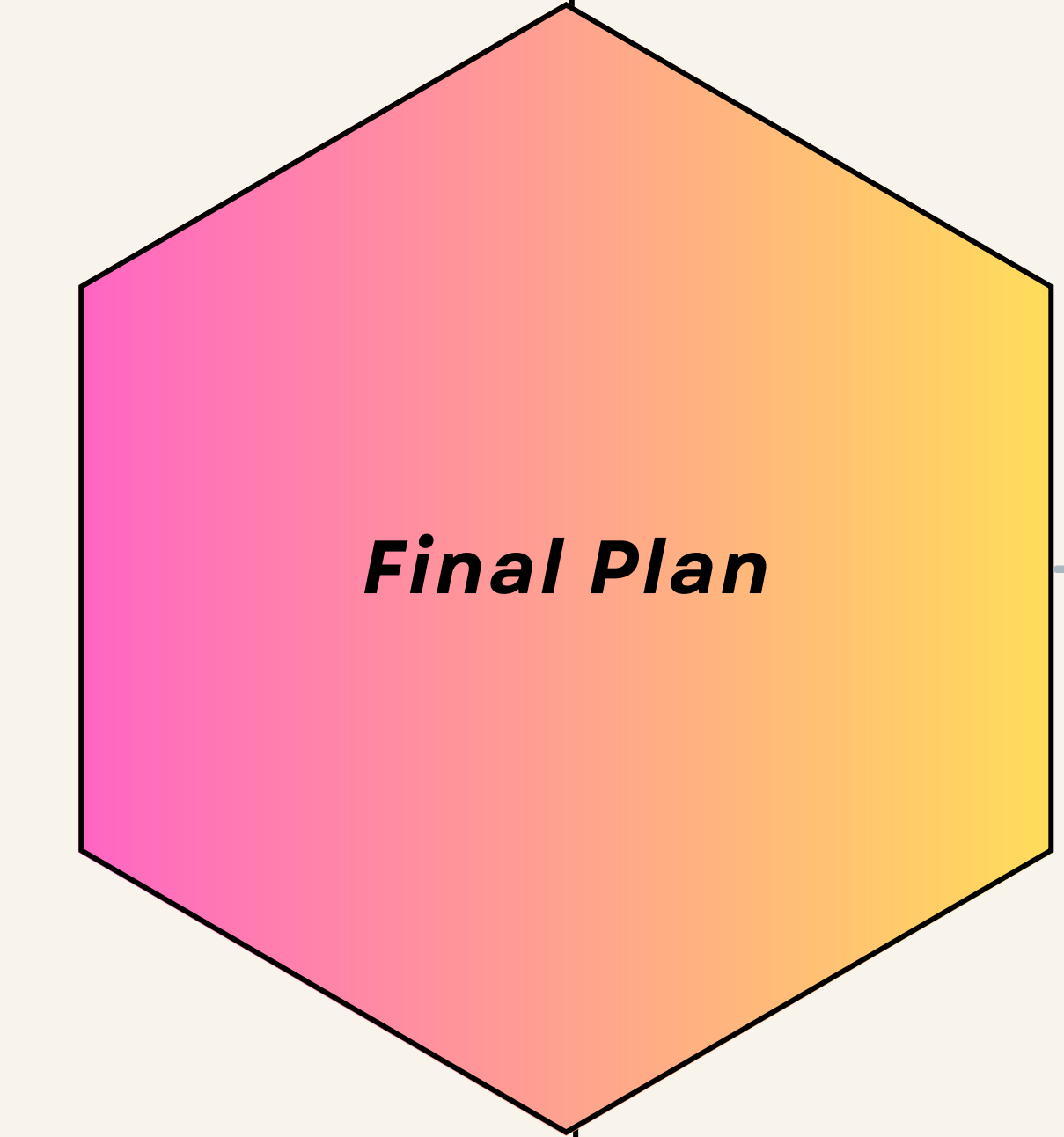
Quarterly Briefings
Progress reports and public listening sessions



Set Goals, Topic Sections, Strategies, and Thematic Map



Draft Final Plan



ARTICLE 4.8
LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) (d) and (f) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings and link such notices conspicuously on the home web pages of the town's Human Resources and Purchasing Departments as well as those of the Human Resources and Administration and Finance Offices of the

Public Schools of Brookline (PSB). These fact sheets and postings shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a PSB employee, a complaint with the Assistant Superintendent for Human Resources or such other person with similar authority and duties or, if a covered employee under Section 4.8.6(a), a complaint with the town's Chief Procurement Officer or the Board of Selectmen as provided under Section 4.8.6(c); notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5 EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) town junior, part-time positions funded by a Recreation revolving fund, specifically, Jr. Swim Coach, Jr. Swim Instructor, Jr. Lifeguard, Jr. Skate Guard, Jr. Referee, Jr. Assistant Recreation Leader, Jr. Camp Counselor, Jr. Camp Instructor, Jr. Skate Concessions;

(g) volunteers and all persons appointed or elected to town committees;

(h) elected officers of the town.

SECTION 4.8.6

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage,

shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or

discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7 SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.