



**Everett Public Schools
24-16 Enrichment Programs**

CITY OF EVERETT
Purchasing Department
484 Broadway, Room 14
Everett, MA 02149

EVERETT CITY HALL 484
Broadway, Room 14
EVERETT, MA. 02149

REQUEST FOR PROPOSALS (RFP)

The City of Everett, Massachusetts invites proposals for:

"School Enrichment Programs" Contract No. 24-16

The City of Everett requests proposals from vendors for School Enrichment programs/services for the Everett Public Schools. RFP documents are available at <https://www.Cityofeverett.com> after **9 am on August 9, 2023**. Sealed responses clearly labeled "School Enrichment Programs" are due no later than **1:00 PM on August 24, 2023** delivered to the Purchasing Department at Everett City Hall located in Room 14.

The City reserves the right to reject any and all proposals, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFP if it is in the City's best interest to do so.

The City of Everett encourages MBE and WBE firms to apply.

It is the responsibility of prospective proposers to check the City of Everett's website for new information any addenda or modifications to any solicitation.

It is the responsibility of the prospective proposer to keep current the email address of the proposer's contact person and to monitor that email inbox for communications from the City of Everett, including requests for clarification. If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed via our website to all proposers on record as having picked up the RFP. The City assumes no responsibility if a prospective proposer's designated email address is not current, or if technical problems, including those with the prospective proposer's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective proposer to be lost or rejected by any means including email or spam filtering.

If, at the time of the scheduled proposal opening, the RFP opening location shall be shut down as the result of an emergency, the proposals will be due and opened at the same time and location on the 1st business day the building is able to re-open. Proposals will be accepted until that date and time.

The contract will be awarded under M.G.L 30B as amended.

Massachusetts General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on individuals commissioned to do work on projects. Vendors shall comply with CORI policies by providing CORI forms for all employees to be working on site, when required by the City.

The City of Everett accepts no responsibility and will provide no accommodation to Proposers who submit a response based on an out-of-date solicitation or on information received from a source other than the City of Everett.

This Request for Proposals, any addenda issued by the City, and the selected Respondent's response, will become part of the executed contract.

1. INTRODUCTION

Everett Public Schools is seeking multiple partnerships with a variety of non-traditional school enrichment providers that offer an array of specialized instruction for students in any/all grades K-12 during extended learning time in the school year (before school, after school, and during vacation weeks). We are seeking partnerships with quality providers who are experts in their respective fields who can provide Everett Public Schools students with skills and experiences that inspire our students to engage in meaningful, hands-on learning that can connect to professional goals and make them competitive candidates in our 21st century, global economy.

2. GENERAL INFORMATION

Content for non-traditional programming could include, but is not limited to: computer programming; coding; graphic design; visual art; music production; film making; video game design; mixed media/communications (i.e. print journalism, podcasts, social media, etc.); debate; business and marketing; forensic science; cooking; agriculture (i.e. sustainable food sourcing, hydroponics, etc.), sports broadcasting and management; civic engagement, community service and advocacy; wood carving; pottery; knitting/needlepoint/sewing; architecture; and financial literacy and entrepreneurship.

3. SCOPE OF SERVICES

Everett Public Schools is seeking programming that occurs during extended learning time, defined below as:

- After School Enrichment: Programs that begin after dismissal (2:30) and run until at least 4 pm, 1-3x/week for at least 8 weeks
- Before School Enrichment: Programs that occur from 6:45-7:45 1-3x/week for at least 8 weeks
- February and Vacation Week programming: Programs that occur during the school vacation weeks in tandem with planned EPS academic and enrichment activities

Priorities of EPS for these services include, but, are not limited to:

1. Programs that provide a rich variety of hands-on experiences with practical, “real-life” applications
2. Programs that are engaging, collaborative, and emphasize collaborative project-based learning
3. Programs that implement innovative technology in their activities
4. Programs with a diverse, multilingual staff that reflect our student population

Eligibility:

1. EPS Partners must be located, or be able to provide services, within the City of Everett
2. Programs must be inclusive of our historically marginalized subgroups including English Learners of all English proficiency levels and students with Special Needs
3. Programs must be able to serve at least 20 students

Data Collection and Reporting:

1. Grantees will be required to submit regular reports with data including but not limited to:

1. Reports on staffing for those who service students
2. Reports on student attendance and participation
3. End of program evaluation based on district guidelines
4. Any other district, state, and federal documents that may be requested on an ad hoc basis.

2. EPS reserves the right to conduct site walk-throughs to gauge the level of implementation of services. The contract of a service provider that is found not to be in compliance with service contract expectations will be terminated.

4. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA:

1. Proposer demonstrates a proven successful track record of developing and executing non-traditional, specialized enrichment programming for at least 3 years.
2. Proposer has clearly documented safety procedures including but not limited to:
 - a. Check in and check out procedure to ensure pickup of children by authorized adults only.
 - b. At least one staff member on site at all times must be certified in first aid and CPR.
 - c. All staff must be trained in mandated reporting and are compliant with any other state regulations related to the implementation of enrichment programming with youth.
3. Ratios must not exceed 15 students per adult staff
4. The successful Proposer must comply with all EPS regulations pertaining to the operation of Extended Learning Programs including incident reporting, data collection, parent/family communication, and other related policies to be provided in writing to selected Proposers.
5. Proposer has the capacity to attend professional development instruction with EPS personnel.
6. Proposer must work with school administration and program liaison to streamline communication between school and extended learning program
7. Any staff working with the EPS will need to be CORI/ SORI and/or fingerprinted by the Proposer as per EPS requirements dependent on the scope of work before any services begin
8. Proposer will bear all administrative costs associated with running the program at the site (i.e., copying, office supplies, meals potentially on half – days and snacks)
9. The successful Proposer will provide high quality and well-maintained supplies and equipment for all aspects of this contract. Limited storage is available.

The City reserves the right to consider any other relevant criteria that it may deem appropriate, within its sole discretion. The City may or may not, within its sole discretion, seek additional information from Respondents.

Comparative Evaluation Criteria

Only proposals determined by EPS to meet all minimum evaluation criteria, and to be otherwise legally responsive, shall be evaluated pursuant to the comparative evaluation criteria below. The Manager of Extended Learning will rate all proposals From Highly Advantageous to Not Advantageous.

- 1. Logic Model/Theory of Change**
Example: logic model/theory of change is expansive, detailed, and applicable to our district goals
- 2. Highly Qualified Staff Reflective of Everett Community**
Example: staff have relevant experience and qualifications relevant to the role, staff have multilingual capacity and experience working with students with Special Needs/other prioritized populations
- 3. Academic/Programmatic Alignment**
Example: program components are clearly outlined and linked to MA state standards/learning objectives prioritized by our district
- 4. Physical/Emotional Safety**
Example: there is detailed description of program processes around physical and emotional health and safety
- 5. Community Connection**
Example: Programming is located in Everett or surrounding towns and led by trusted, well respected community providers with at least 3 years of experience serving Everett youth and families.
- 6. Diversity, Access, and Equity**
Example: there is clear, detailed, expansive explanation of how the program content and processes advance equity and access for Everett students
- 7. Challenging, Engaging Project Based Learning**
Example: Showcasing and developing projects is a core component of the programmatic model, students engage in group project-based work on a regular basis, students have voice and choice in their work and are responsible for their and others' learning
- 8. Program Measurement and Reporting**
Example: programs have clear data exemplifying their previous successes and areas of growth, programs have a detailed plan for collecting and measuring program impact
- 9. Technology and Innovation**
Example: technology is a central, essential component of programmatic content and processes

Section 5: Evaluation and Audit

Each EPS Partner that is awarded funding shall provide Everett Public Schools, 30 days after the conclusion of the program, with an evaluation prescribed by EPS below:

1. A description of the programs and activities conducted by the partner
2. A description of the progress made by children in relevant skill development provided by the partnership using pre and post assessments when applicable
3. Completed student attendance records

Instructions to Proposers:

Below please find a description of the requirements and submissions that must be included as part of a proposal.

1. Describe your program's **logic model/theory of change**
 - a. **Include a detailed description of your programmatic activities** and how they link to the target outcomes of your programming
 - b. Include information on the following details:
 - i. **Schedule:** Provide information on program logistics including start time, end time, start date, end date, frequency, and schedule. Please also include what a typical day for a student would entail, including specific program activities (both academic and enrichment) and program schedule.
 - ii. **Curriculum:** Describe the program curricula
 - iii. **Program Staffing & Training:** Describe the roles and responsibilities of program's teaching and support staff, professional development and training staff must complete, and program hiring criteria
2. **What is the proposed # of students you seek to serve with this funding?** Describe how your organization has the capacity to serve this number of students. If possible, please provide examples of how you previously served this number of students in past program and/or provide a plan that demonstrates your organization's capacity to serve this # of proposed students.
3. Describe the **demographics of the population** that the program intends to serve. If possible, please provide examples of how you previously and effectively served a diverse student population and/or a plan for how you plan to effectively serve all Everett students.
4. Provide **data-based findings** on past effectiveness of the proposed program with EPS students if available. Indicate any results that demonstrate program impact.
5. Describe how your program incorporates and **engages families and communities**. If possible, please provide examples of how you previously engaged families in past programming and/or provide a plan that demonstrates your plan to engage families.
6. Describe how your program uses **technology** or other innovative strategies to engage students in learning.
7. Provide at least two **specific and measurable learning goals** that you will have for the students in your program. Please also identify how you will be able to measure your effectiveness in meeting these goals.
8. Describe your **physical and mental health protocols** that ensure the safety of children participating in your program.

Submission of Response:

Each proposal must contain two (2) sealed envelopes clearly labeled **NO LATER THAN 1:00 PM ON August 24, 2023**. The City assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

Unexpected closures. If, at the time of the scheduled response opening, the city hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 1:00 PM on the next normal business day. Submittals will be accepted until that date and time.

Please note the envelopes may be sent in a single envelope (package, box, carton, etc.) provided that all the separate envelopes are individually sealed and clearly mark as noted.

ENVELOPE 1	ENVELOPE 2
24-16 School Enrichment TECHNICAL PROPOSAL	24-16 School Enrichment PRICE PROPOSAL

Envelope 1 – Technical Proposal – As this is an RFP, respondents shall submit: **Three (3) copies of the technical** (non-price) proposal, which includes everything responsive to this RFP except the proposed contract price. There is no specific form for the technical proposal, although it should be responsive to all information requested in or required by the RFP. The technical proposal must be in a separate envelope from the price proposal.

Envelope 2 – Price Proposal – Three (3) copies of the Price Proposal form

5. Requirements for content of response:

Submit three (3) hard copies of the Response to this Request for Proposals. All Responses must:

- a. Be presented in an organized and clear manner, 8½ x 11” pages, bound.
 - i. Respondents may supplement this proposal with graphic materials and photos that best demonstrate its capabilities of the team proposed for this project.
 - ii. Include an electronic copy in PDF format on USB Flash Drive.
- b. Include a cover letter which:
 - i. Acknowledges of any addendum issued to the RFP.
 - ii. Acknowledges that the Respondent has read the Request for Proposals. Respondent shall note any exceptions to the RFP in its cover letter.
 - iii. Acknowledges Respondent meets minimum criteria.
- c. Include all the required forms and certifications in Attachments A, B, and C;
 - i. Attachment A (Tax Compliance Certification), Attachment B (Non-collusion affidavit of the Bidder), and Attachment C (Certificate of Authority)
 - ii. Attachment E (Sample Contract) Do not submit with your proposal.
- d. Include a firm profile describing the Respondent’s organization and its history.
- e. Provide a list of seven (7) most recent similar services performed for other cities/towns

A. Communications with the City

The City's Procurement Officer for this Request for Proposals is:

Allison Jenkins, Everett City Hall 484 Broadway, Room 14

Everett, MA 02149 allison.jenkins@ci.Everett.ma.us

Respondents that intend to submit a Response are prohibited from contacting any of the City's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the City, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFP. In addition, such Respondents shall not discuss this RFP with any of the City's consultants (other than directed herein), legal counsel or other advisors. FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.

B. Costs

The City of Everett will NOT be liable for any costs incurred by any Respondent in preparing a Response to this RFP or for any other costs incurred prior to entering into a Contract.

C. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their Response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

D. Rejection of Responses, Modification of RFP

The City reserves the right to reject any and all Responses if the City determines, within its own discretion, that it is in the City's best interests to do so. This RFP does not commit the City to select any Respondent, award any contract, pay any costs in preparing a Response, or procure a contract for any services. The City also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. A Respondent may not alter the RFP or its components.

E. Subcontracting and Joint Ventures

No subcontracting or partner or joint venture with other firm(s), individual or entities will be allowed.

F. Validity of Response

Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

FURTHER INFORMATION

ATTACHMENTS:

Attachment A: Tax Compliance Certification

Attachment B: Non-Collusion Certification

Attachment C: Certificate of Authority

Attachment D: Price Proposal

Attachment E: Sample Contract

ATTACHMENT A
TAX COMPLIANCE CERTIFICATION

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 authorized person submitting bid or proposal

Date

Printed name of authorized individual signing above

Name of business

*Social Security Number or Federal Identification Number

*Your social security number and or federal identification number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, union, committee, club, or other organization, entity, business, group of individuals or legal entity.

Signature of authorized person submitting bid or proposal

Date

Printed name of authorized individual signing above

Name of business

ATTACHMENT C
CERTIFICATE OF AUTHORITY - CORPORATION

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it was voted
(Date)

that _____
(Name) (Officer/Title)

of this company be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such _____ under
(Officer)

seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST: _____
(Signature/Title)

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is duly elected _____
(Officer, Name) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.

(Affix Corporate Seal)

ATTACHMENT D
PRICE PROPOSAL FORM
CONTRACT 24-16 - RFP SCHOOL ENRICHMENT
PROGRAMS

If the Price Proposals is found within the Technical Proposal, the proposal will be automatically disqualified.

My programming costs submitted for the enrichment program(s) are as follows:

Total price of \$ _____ per child/participant for up to _____ students. Each Class will be _____ hours long in duration.

Minimum of _____ students must register in order to provide the programming.

I would like to provide programming for (check all that apply):

- _____ After School Enrichment: Programs that begin after dismissal (2:30) and run until at least 4 pm, 1-3x/week for at least 8 weeks
- _____ Before School Enrichment: Programs that occur from 6:45-7:45 1-3x/week for at least 8 weeks
- _____ February and Vacation Week programming: Programs that occur during the school vacation weeks in tandem with planned EPS academic and enrichment activities

This proposal MUST be signed by authorized individual(s). The proposal must be signed as follows: 1) if the respondent is an individual, by her/him personally; 2) if the respondent a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

The undersigned agrees that, if s/he is selected as general Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this proposal.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder. The undersigned certifies under penalties of perjury that all information contained in the required is accurate and complete.

Business Name: _____

Signature: _____

Printed Name: _____ Title: _____

Telephone: _____

Email Address: _____

Date: _____

ATTACHMENT E
CONTRACT FOR SERVICES

CITY: CITY OF EVERETT

VENDOR:

PROJECT:

The City hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the Price Proposal attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the City so advises the Vendor in writing.

INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker’s Compensation and Employer’s Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

Certificates of insurance evidencing the coverage required hereunder All such policies and certificates shall be written through companies and in forms acceptable to the City’s lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the City. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the City and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under Terms and Condition Number 8, shall name the City and such other parties as the City shall require as “Additional Insured” parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

TERM: June 30, 2023 – July 1, 2024, with the option to renew for two additional one (1) year terms at the sole discretion of the City.

Exhibit	A	B	C
Attached	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENDOR:

Signature

Date Signed

CITY OF EVERETT:

Heather McCormack
Manager of Extended Learning

Date Signed

Allison Jenkins
Chief Procurement Officer

Date Signed

Eric Demas
Chief Financial Officer/City Auditor

Date Signed

Account Number: _____

Colleen Mejia, Esq.
City Solicitor

Date Signed

Carlo DeMaria
Mayor

Date Signed

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the City. No member of the Project team shall be replaced without the consent of the City. The City shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the City shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the City at the Sites specified and with any party engaged by the City in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the City for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the City shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the City. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the city.

4. VENDOR'S COMPENSATION

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.
- b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.
- c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the

first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

- d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.
- e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the City may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the City receives a proper statement. In no event shall the City be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the City or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the City without obtaining the City's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the City in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the City and the Vendor shall immediately deliver or otherwise make available such Materials to the City.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

- Workers Compensation Required Statutory Limits
- General Liability Combined single limit of \$1,000,000. Bodily Injury, Personal Injury, Property Damage, and Contractual Liability coverage.
- Auto Liability coverage for Owned, Non-Owned, and Hired automobiles in an amount of not less than \$1,000,000. Combined Single Bodily Injury and Property Damage.
- Umbrella Liability in an amount of not less than \$1,000,000 per occurrence.
- Professional Liability coverage in an amount of not less than \$1,000,000, annual aggregate applicable to this project. If such coverage is underwritten on a Claims-made basis, coverage must be maintained for a period of three (3) years from the completion of the contract.
- Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

At the request of the City, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the City prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the City shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the City and save harmless the City from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the City may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the City by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The city may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the City all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the City shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the City to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.
- d. Confidentiality. The Vendor shall not, without the City's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City's architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The City's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.
- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the City is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B

SCOPE OF SERVICES

Exhibit C

PRICING PROPOSAL