

**LEGAL NOTICE CITY OF EVERETT**

**24-50 REQUEST FOR PROPOSALS (RFP) FINANCIAL/COMPLIANCE STAFFING SUPPORT FOR FEDERAL ARPA and FEMA PA**

**FUNDING**

The City of Everett, acting through its Auditor’s Office, in concert with the Health Department, is seeking proposals from firms to provide FINANCIAL/COMPLIANCE STAFFING SUPPORT FOR FEDERAL AMERICAN RESCUE PLAN ACT (ARPA) and FEMA PA FUNDING. The Contract shall commence immediately upon signature of the Contract and will end on or about one (1) year from the contract start date. The City will have the sole option to renew the contract for two (2), one (1)- year extensions with the same pricing.

Each proposal shall be submitted in accordance with the submission requirements within the RFP and M.G.L. c. 30B, §6 shall apply to this project.

The City of Everett reserves the right to accept any proposal, in whole or in part, to reject any/or all proposals and to waive minor irregularities and/or informalities as it deems to be in the best interest of the City.

MBE’s/WBE’s/DBE’s are encouraged to submit proposals.

All proposals should be submitted to the following address:

City of Everett

Attn: Purchasing, Room 14

Proposals for 24-50 ARPA\*

484 Broadway

Everett, MA 02149

* ***Reminder the technical proposal must be in a sealed envelope separate from the sealed price proposal.***

# INSTRUCTIONS TO PROPOSERS

## DECISION TO USE COMPETITIVE SEALED PROPOSALS

* 1. The Chief Procurement Officer has determined that in order to select the most advantageous proposal regarding FINANCIAL/COMPLIANCE STAFFING SUPPORT FOR FEDERAL

ARPA and FEMA PA FUNDING for the City of Everett (City), comparative judgments of technical factors in addition to price, will be necessary.

* 1. While a pricing is an important factor in selecting the most advantageous service provider for Everett, it is also important that the City be able to consider (1) the proposer’s experience in providing financial/federal compliance staffing support for municipal governments; (2) the quality of the proposal, and (3) the proposer’s qualifications and staffing. The City’s ability to weigh these factors is best achieved by procuring financial/compliance staffing support through this Request For Proposals (RFP).

## SUBMISSION

* 1. All proposals shall be submitted prior to **noon on April 24, 2024**.
	2. The City of Everett reserves the right to reject any and all proposals or to waive any informalities in the proposals, if it appears to be in the best interest of the City.
	3. Firms shall separately submit price and non-price (or technical) proposals. The price proposal form, which is attached hereto must be completely filled out. The non-price proposal must at the very least address and comply with all minimum requirements set forth in this Request for Proposals in order to be considered responsive. The non-price proposal shall be submitted as one (1) fully integrated PDF file.
	4. **If the price is included with the non-price proposal, the submission will be considered non-responsive and automatically rejected.**

## QUESTIONS

* 1. Questions should be submitted in writing by **noon on April 18, 2024**.

## EVALUATION OF PROPOSALS

* 1. There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer or designee will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.
	2. Any proposer submitting a proposal must satisfy all the Minimum Criteria, below. Proposals that do not demonstrate compliance with the Minimum Criteria may be rejected as non- responsive. All proposals not rejected as non-responsive shall be evaluated based on the five

(5) Comparative Criteria below.

* 1. The City of Everett reserves the right to waive any informalities in any or all RFPs, or to reject any or all RFPs, if it would be in the public interest to do so.
	2. Upon completion of the evaluation of the responsive Technical Proposals, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.
	3. All proposals shall remain firm for forty-five (45) calendar days after the proposal opening.

## RULE FOR AWARD

* 1. The most advantageous proposer will be selected based on (1) Minimum Criteria, (2) Comparative Criteria based on information provided in the Technical Proposals, (3) Price and (4) Interviews (if any).

## SCOPE OF SERVICES

### Proposal submissions must, at minimum, be able to provide all services/deliverables and meet all timelines stated below:

* 1. **Staffing and other pertinent information regarding the City of Everett, Mass.**
		1. The City’s finances are managed by the CFO/City Auditor. The staffing in the department consists of four (4) full time equivalents (FTEs):
			1. CFO/City Auditor
			2. Assistant City Auditor
			3. Payroll Clerk
			4. AP Clerk
		2. The City’s health department is managed by the Director of Public Health. The staffing in the department consists of nine (14) FTEs:
			1. Director of Public Health
			2. Health & Wellness Coordinator
			3. Principal Clerk
			4. Eleven (11) registered nurses
		3. Other City departments will need to be engaged by the Contractor, given that these services require that firms work across other city departments to obtain supporting documentation for American Rescue Plan Act (ARPA) and FEMA PA funding.
		4. The Contractor must utilize City software on an off-site basis for reconciliation and compliance of federal funds. These systems including SoftRight & MUNI’s Payroll Processing. The Contractor must also use its own Microsoft (MS) Excel license.
		5. The Contractor will primarily working with both the Health Department and Finance Department but may be required to visit all departments. Finance and Health are both located at City Hall. While public safety, the library, and schools are located in different locations throughout the City.

### Services to be Performed

* + 1. The Contractor will provide a staff and compliance solution to assist the Finance Department and Health Department with day-to-day activities as they relate to ARPA and FEMA PA. In addition, the contractor will create audit files for documentation for an external federal audit. The files will be stored in a separate box. The files will be submitted to the CFO/City Auditor for review and the Contractor may be asked at any time to explain their methodology and how their documentation meets compliance.
		2. The Contractor shall assist in designing and building out new processes, forms, schedules, or other methodology across departments to enhance efficiency of ARPA and FEMA-PA related activities pertaining to the COVID-19 pandemic.
		3. The services shall be performed in the following two (2) phases, which may occur concurrently or sequentially, as determined by the City. There may also be additional phases, should there be unanticipated support necessary to address financial/compliance staffing needs relating to the COVID-19 pandemic.
			1. For purposes of this proposal, the initial phase or Phase I will consist of the following:
				1. Identify and track expenditures and related compliance support for quarterly reporting in accordance with ARPA and FEMA PA guidance.
				2. Work across other City departments to obtain related supporting documentation for ARPA and FEMA PA funding.
				3. There are no deliverables anticipated for this phase, only staff/compliance support hours.
			2. For purposes of this proposal, Phase II will consist of the following:
				1. Review management’s documentation including accounting, narratives/written stories supporting impacts of responses on City of Everett functions and required actions to start providing a full view of activities taken by departments and most impacted staff/functions/facilities/equipment.
				2. Document current gaps in ARPA and FEMA PA reporting requirements as determined by federal and state guidance and the City of Everett. Develop compliance material and support to cover the gaps identified.
				3. Review policies and procedures to confirm the City of Everett is following federal policies/procedures. If identify anything missing document what the policy or procedure should be to satisfy compliance.
				4. Suggest improvement opportunities and process redesigns to provide consistency across departments.

iv. Deliverables in this phase include documentation of current processes and activities, ensure compliance, and suggested improvement opportunities for ARPA and FEMA PA reporting and related processes. Create audit work papers and collect support. Have audit workpapers with support filed in a box that will satisfy an external federal audit. Create and provide MS Excel spreadsheets as necessary for tracking and reclassing expenses. Ensure the City has met federal compliance for all three federal funding sources.

* + 1. The work must be completed no later than June 30th, 2025.

### Responsibilities of the Contractor

* + 1. On-site work will be conducted as needed to meet objectives, activities, and deliverables. Any on-site work shall be coordinated with the City and shall conform to the City’s COVID protocols.
		2. The Contractor will be required to retain its records for at least six (6) years after final payment. These records may be subject to inspection by authorized representatives of the federal, state, or City of Everett during the entire six (6) year period.
		3. The Contractor shall maintain the security, nondisclosure and confidentiality of all personally identifiable information in accordance with the following clauses in performance of its activities under any contracts resulting from this RFP:
1. Data Access – The Contractor must ensure that all data related to this project is stored in a controlled access environment to ensure data security and integrity. All facilities proposed for use must have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. Adequate security systems must be in place to control access into the facilities. Access into and within the facilities must be restricted through an access control system that requires positive identification of authorized individuals as well as maintains a log of all accesses (e.g., date, time, who). The Contractor shall have a formal procedure in place for granting computer system access to the data and to track access by its own employees. Access for projects outside of those approved by the City is strictly prohibited.
2. Location of Data – Unless otherwise noted in the contract, all City data exchanged with the Contractor must be stored, housed, processed, backed-up, archived and otherwise retained on systems physically located in the continental United States. This requirement extends to any subcontractors of data storage service.
3. Physical Transport of Data – The Contractor shall use reputable means to transport data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor’s offices, to and from subcontractors, and to the City.
4. Electronic Transport of Data – The Contractor shall use reliable means of electronically transferring data between the City and its offices and facilities. Such means must assure the confidentiality and integrity of the data while in transit.
5. Data Protection – The Contractor shall use appropriate means to preserve and protect the City data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and
6. data encryption. The Contractor shall encrypt data identified by the City, as requiring encryption.
7. Return of Data – Upon written request of the City, at any time during the term and upon expiration or termination of the contract, the Contractor shall promptly return to the City, in the format and on the media requested by the City, all or any part of City data collected during the term of the contract.
8. Data Breach Notification – Contractor agrees that it shall immediately report to the City the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information directly to the City.

### Responsibilities of the City

* + 1. Provide copies of any ARPA and FEMA PA guidelines for expense tracking and coding.
		2. Provide system access for the Contractor, which will be controlled and restricted by the City of Everett, including access to personally identifiable information.
		3. Management decisions including final approval of expenditures, journal entries, and system access.

## MINIMUM EVALUATION CRITERIA

* 1. In addition to the conditions established in Section VI, Scope of Services, Contractors must also meet all provisions of the criteria as set forth below in order to qualify for consideration in the Comparative Evaluation Criteria. Any Contractor who does not provide this information in their proposal may be rejected automatically. The City may waive minor informalities if follow up questions are asked by the City, to allow Contractors to supply supplemental information to satisfy these requirements. If the requirements are not satisfied and done so within the City’s requested timeframe, the proposal shall be rejected as non-responsive. All Contractors must submit all necessary client lists, resumes and other pertinent information in order to evidence levels of experience and competence, in answering all Minimum and Comparative Evaluation Criterion.
		1. The Contractor must have a staff of at least one (1) full-time, non-clerical individuals dedicated to providing financial accounting/compliance staffing support for federal COVID funding.
		2. The Contractor shall identify a main point of contact that will be responsible for the overall project. This main point of contact shall be referred to as the Project Consultant.
		3. The proposed Project Consultant must have at least five (5) years’ experience in a senior consultant capacity relative to federal funding and compliance.
		4. A list of at least three (3) municipalities for which the Contractor has provided federal funding support services, a general description of the specific services provided, fiscal years and client contacts.
		5. Written assurances that the Contractor has a complete knowledge and understanding of Division of Local Services (DLS) requirements and that all work performed shall reflect and comply with the DLS requirements in addition to federal requirements.
		6. Submission of the Certificate of Non-Collusion, Tax Compliance, and Corporate Authority.

## COMPARATIVE EVALUATION CRITERIA

* 1. The evaluation of each proposal will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

|  |  |
| --- | --- |
| Excellent/Highly Advantageous |  |
| Very Good/Very Advantageous |  |
| Good/Advantageous |  |
| Fair/Acceptable |  |
| Poor/Unacceptable |  |

* 1. An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.
	2. The City reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.
	3. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.
	4. Comparative Evaluation Criteria:

**Experience:**

**Excellent/Highly Advantageous:** Contractor has at over fifteen (15) years of experience providing financial accounting/compliance staffing support for federal funding.

**Very Good/Very Advantageous:** Contractor has more than ten (10) years but less than fifteen (15) years of experience providing financial accounting/compliance staffing support for federal funding.

**Good/Advantageous :** Contractor has more than seven (7) years but less than ten

(10) years of experience providing financial accounting/compliance staffing support for federal funding.

**Fair/Acceptable:** Contractor has more than five (5) years but less than seven (7) years of experience providing financial accounting/compliance staffing support for federal funding.

**Poor/Unacceptable:** Vendor has less than five (5) years of experience providing financial accounting/compliance staffing support for federal funding.

**Contractor Qualifications:**

**Excellent/Highly Advantageous:** Contractor has adequately demonstrated that they have the ability to provide adequate staffing, equipment, and compliance/financial accounting and audit knowledge to provide financial/compliance staffing support, recommendations and guidance for federal COVID funding by identifying more than one (1) full time, non-clerical individuals dedicated to providing financial/compliance staffing support for this work and can do so in a timeline that is quicker than the City’s timeline.

Contractor has confirmed that they have complete knowledge and understanding of Division of Local Services (DLS) and federal requirements and that all work performed will reflect and comply with DLS and federal requirements.

**Very Good/Very Advantageous:** Contractor has adequately demonstrated that they have the ability to provide adequate staffing, equipment, and compliance/financial accounting and audit knowledge to provide financial staffing support, recommendations and guidance for federal COVID funding by identifying at least one (1) full time, non-clerical individual dedicated to providing financial/compliance staffing support for this work and can do so in a timeline that is quicker than the City’s timeline. Contractor has confirmed that they have complete knowledge and understanding of Division of Local Services (DLS) and federal requirements and that all work performed will reflect and comply with DLS and federal requirements.

**Good/Advantageous:** Contractor has generally demonstrated that they have the ability to provide adequate staffing, equipment, and compliance/financial accounting and audit knowledge to provide financial staffing support, recommendations and guidance for federal COVID funding by identifying that they can provide at least one (1) full time, non- clerical individual dedicated to providing financial/compliance staffing support for this work and can do so in accordance with the City’s timeline. Contractor has confirmed that they have complete knowledge and understanding of Division of Local Services (DLS) and federal requirements and that all work performed will reflect and comply with DLS and federal requirements.

**Fair/Acceptable:** Contractor has partly demonstrated that they have the ability to provide adequate staffing, equipment, and compliance/financial accounting and audit knowledge to provide financial staffing support, recommendations and guidance for federal COVID funding by identifying that they can provide less than one (1) full time, non-clerical individual dedicated to providing financial/compliance staffing support for this work, but can still do so in accordance with the City’s timeline. Contractor has confirmed that they will develop a complete knowledge and understanding of Division of Local Services (DLS) and federal requirements and that all work performed will reflect and comply with DLS and federal requirements.

**Poor/Unacceptable:** Contractor has not demonstrated that they have the ability to provide adequate staffing, equipment, and compliance/financial accounting and audit

knowledge to provide financial staffing support, recommendations and guidance for federal COVID funding by identifying that they cannot provide one (1) full time, non-clerical individual dedicated to providing financial/compliance staffing support for this work and cannot do so in accordance with the City’s timeline. Or contractor cannot confirm that they have complete knowledge and understanding of Division of Local Services (DLS) and federal requirements and are not able to confirm that all work performed will reflect and comply with DLS and federal requirements.

**Staffing:**

**Excellent/Highly Advantageous:** Contractor has identified a Project Consultant as the main point of contact that will be responsible for the overall project. The proposed Project Consultant has over ten (10) years’ experience in a senior consultant capacity relative to federal funding disbursements/reimbursements/compliance.

**Very Good/Very Advantageous:** Contractor has identified a Project Consultant as the main point of contact that will be responsible for the overall project. The proposed Project Consultant has more than eight (8) years but less than ten (10) years of experience in a senior consultant capacity relative to federal funding disbursements/reimbursements/compliance.

**Good/Advantageous:** Contractor has identified a Project Consultant as the main point of contact that will be responsible for the overall project. The proposed Project Consultant has more than six (6) years but less than eight (8) years of experience in a senior consultant capacity relative to federal funding disbursements/reimbursements/compliance.

**Fair/Acceptable:** Contractor has identified a Project Consultant as the main point of contact that will be responsible for the overall project. The proposed Project Consultant has more than five (5) years but less than six (6) years of experience in a senior consultant capacity relative to federal funding disbursements/reimbursements/compliance.

**Poor/Unacceptable:** Contractor has not identified a Project Consultant as the main point of contact that will be responsible for the overall project and/or the proposed Project Consultant has less than five (5) years of experience in a senior consultant capacity relative to federal funding disbursements/reimbursements/compliance.

**Proposal Criteria:**

**Excellent/Highly Advantageous:** The proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides a minimum of three (3) robust examples of past successes implementing similar service.

**Very Good/Very Advantageous:** The proposal is clear, well-organized, and easily navigated. It provides a complete response to the RFP with at least two (2) robust examples of past successes implementing a similar service.

**Good/Advantageous:** The proposal is fairly clear and responds satisfactorily to all of the RFP’s elements. It provides at least one (1) robust example of past success implementing a similar service.

**Fair/Acceptable:** The proposal contains the minimum criteria in response to the RFP but does not include similar examples of implemented service.

**Poor/Unacceptable:** The proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor’s ability to successfully meet the requirements set out in the RFP.

**References:**

**Excellent/Highly Advantageous:** Contractor has provided a list of over ten (10) municipalities for which the Contractor has provided federal funding/compliance support services, a general description of the specific services provided, fiscal years and client contacts.

**Very Good/Very Advantageous:** Contractor has provided a list of at least five (5) municipalities plus a list of either state and/or non-profit entities, for a total of ten (10) organizations for which the Contractor has provided federal funding/compliance support services, a general description of the specific services provided, fiscal years and client contacts.

**Good/Advantageous:** Contractor has provided a list of at least three (3) municipalities plus a list of either three (3) either state and/or non-profit entities, for a total of six (6) organizations for which the Contractor has provided federal funding/compliance support services, a general description of the specific services provided, fiscal years and client contacts.

**Fair/Acceptable:** Contractor has provided a list of at least three (3) municipalities for which the Contractor has provided federal funding/compliance support services, a general description of the specific services provided, fiscal years and client contacts.

**Poor/Unacceptable:** Contractor has not provided a list of at least three (3) municipalities for which the Contractor has provided federal funding/compliance support services, a general description of the specific services provided, fiscal years and client contacts.

# PRICE PROPOSAL SHEET FOR RFP 24-50

**PROPOSERS NOTE:** This form and required attachments, comprising the Price Proposal, must be submitted separately.

## TO THE AWARDING AUTHORITY:

1. The undersigned proposes to provide financial/compliance staffing support for COVID federal funding according to the terms of the specifications.
2. Addenda number(s) are acknowledged as a part of this proposal.
3. The proposed pricing, for comparison purposes, shall be based on an estimated 400 hours. The following table shall be completed by proposers. Proposers may add or delete rows the table as necessary to provide a full proposal, showing the billable rate for each position, the allocated amount of hours expected for each position, and totals.

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| --- | --- | --- | --- |
| Title | Rate per hour | Number of hours | Extended cost |
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**Totals:** 400 hours $

(Company Name)

BY:

(Signature)

(Printed Name and Title of Signatory)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

# NON-PRICE PROPOSAL COVER SHEET FOR RFP

### The undersigned has completed and submits herewith the following documents:

* One signed Price Proposal (submitted separately in a sealed envelope from the non-price proposal)
* One signed Non-price Proposal (submitted separate from the price proposal)
* Certificate of Non-Collusion (included herein)
* Certification of Tax Compliance
* Certificate of Corporate Authority
1. The undersigned certifies that this offer fully complies with all of the requirements of this Request for Proposals.
2. The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction 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.

Date

(Name of Bidder)

BY:

(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone/Fax)

(Email address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

## CERTIFICATION OF COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, the Contractor has paid and complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal ID or Social Security Number: .

Dated:

Name of business

Authorized Official's Signature

Name and Title of Authorized Official

Approval of a contract or other agreement will not be granted unless this certification form is signed by the applicant. Your Social Security Number or Federal Identification Number may be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations.

## CERTIFICATE OF CORPORATE AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of

(insert full name of corporation)

1. corporation, and that

(insert the name of officer who signed the contract and bonds.)

1. is the duly elected

(insert the title of the officer in line 2)

1. of said corporation, and that on

(the date must be **ON OR BEFORE** the date the

officer signed the contract or bonds.)

### at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

1. the (insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such

execution of any contract of obligation in this corporation’s name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

1. ATTEST: AFFIX CORPORATE

(Signature of Clerk or Secretary)\* SEAL HERE

1. Name: (Please print or type name in line 6)\*
2. Date:

(insert a date that is **ON OR AFTER** the date the officer signed the contract and bonds.)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

**Appendix A**

**Sample Contract and Standard Terms and Conditions**

(Do not Return)

**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.

[X] 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: TBD .

Exhibit A B C D

Attached [X] [X] [X] [X]

**CONSULTANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Signed

**CITY OF EVERETT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date Signed

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Allison Jenkins Date Signed

Chief Procurement Officer

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Eric Demas Date Signed

Chief Financial Officer/City Auditor

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Colleen Mejia, Esq. Date Signed

City Solicitor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carlo DeMaria Date Signed

Mayor

**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**

Federally-funded contracts amendments pursuant to 2 CFR § 200 App. II.

**INDEX**

1. Remedies for Breach of Contractual Agreement; Sanctions and Penalties.
2. Termination for Cause and Convenience.
3. Clean Air Act.
4. Debarment and Suspension (Executive Orders 12549 and 12689).
5. Procurement of recovered materials (2 C.F.R. § 200.323).
6. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).
7. Domestic preferences for procurements (2 C.F.R. § 200.322).
8. Equal Employment Opportunity Clause.
9. Davis-Bacon Act.
10. Contract Work Hours and Safety Standards.
11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
12. Rights to inventions made under a contract or agreement.
13. **REMEDIES FOR Breach of Contractual Agreement; Sanctions and Penalties**

APPLICABILITY: This provision shall apply in the event that the Contract or

Purchase Order exceeds the Simplified Acquisition Threshold.
See 2 CFR § 200 App. II(A).

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the “Notice to Proceed”.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in

this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such Breach of Contract as hereinafter set forth, for each and every calendar day the Contractor shall be in default after the

time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from

time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of any specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor’s reasons for the time extensions are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or an excess cost when the delay in completion of the work is due to:

1. Any preference, priority or allocation order duly issued by the government;
2. Unforeseeable cause beyond the control and without fault of negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe

weather; or

1. Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

PROVIDED FURTHER, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. The amount of liquidated damages for this project shall be Five Hundred Dollars ($500.00) per consecutive calendar day.

1. **Termination for Cause and Convenience**

APPLICABILITY: This provision shall apply in the event that the Contract or

Purchase Order exceeds $10,000.00. See 2 CFR 200 App. II(B).

Where Contract exceeds $10,000.00, the Owner may terminate this Contract by providing the Contractor and the Surety (if any there be) with ten (10) days written notice specifying the reasons for termination, as outlined below:

Violation of any of the provisions of this Contract by the Contractor or any of their subcontractors;

A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement,

misuse of funds, or criminal activity with any funds provided by this Contract;

Failure of the Contractor, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established;

In the event if any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and their Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plants as may be on the site of the work and necessary therefore.

If the Owner determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of a telegram, mailgram, hand-carried letter, or

other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the Owner may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the Owner shall provide written notice of termination to the Contractor, and the Contractor shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the Owner shall pay the Contractor for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided the Contractor shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

1. **Clean Air Act**

APPLICABILITY: This provision shall apply in the event that the Contract or any subgrant thereunder is a sum in excess of $150,000.00.
See 2 CFR § 200 App. II(G)

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor further acknowledges and understands that Contractor shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

1. **Debarment and Suspension (Executive Orders 12549 and 12689)**

APPLICABILITY: This provision shall apply to all Contracts.

Contractor certifies that neither Contractor nor any employer or subcontractor is a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared in-eligible under statutory or regulatory authority other than Executive Order 12549.

1. **Procurement of recovered materials (2 C.F.R. § 200.323)**

APPLICABILITY: This provision shall all apply to all Contracts.

 See 2 CFR § 200 App. II(J); 2 CFR § 200.323.

Contractor acknowledges and understands that, in performing the work specified under this contract, Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1. **Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216)**

APPLICABILITY: This provision shall all apply to all Contracts.

 See 2 CFR § 200 App. II(K); 2 CFR § 200.216.

Contractor certifies that it shall not procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

Telecommunications or video surveillance services provided by such entities or using such equipment;

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

1. **Domestic preferences for procurements (2 C.F.R. § 200.322)**

APPLICABILITY: This provision shall all apply to all Contracts.

 See 2 CFR § 200 App. II(L); 2 CFR § 200.322.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for

work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1. **Equal Employment OPPORTUNITY Clause**

APPLICABILITY: This provision shall apply in the event that the Contract meets the

definition of “federally assisted construction contract” as set forth at 41 CFR § 60–§1.3, where not otherwise provided under 41 CFR Part 60. See 2 CFR § 200 App. II(C).

All contracts that meet the definition of “federally assisted construction contract” set forth at 41 CFR § 60–1.3.

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
3. 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 to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
8. **Davis-Bacon Act**

APPLICABILITY: This provision shall apply to all prime construction contracts in excess of $2,000.00. See 2 CFR § 200 App. II(D). **For projects in which the only Federal funds used are ARPA State and Local Fiscal Recovery Funds, the below certification only need be provided if the total project value is $10,000,000.00 or more.**

Davis-Bacon Prevailing Wage

The Contractor acknowledges that the decision to award this contract is conditioned upon Contractor’s acceptance of the wage determination, and upon continuing compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Pursuant to the Davis-Bacon Act, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determinations, incorporated into this Contract and enclosed as “Attachment A.” Contractor further acknowledges and understands that Contractor shall be required to pay wages not less than once a week.

Davis-Bacon Prevailing Wage Certification

Contractor certifies that Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26–27H, the federal Davis Bacon Act, and other related acts.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor’s authorized official  |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (printed) |  |  |  |
|  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title (printed) |  |  |  |

1. **Contract Work Hours and Safety Standards Act**

APPLICABILITY: This provision shall apply in the event that the contract is awarded for a sum exceeding $100,000.00 and involves the employment of mechanics or laborers.

Where the Contract: (1) is awarded for a sum exceeding $100,000; and (2) will involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 shall apply construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. **Byrd Anti-Lobbying; Copeland “Anti-Kickback” Act (40 U.S.C. § 3145)**

APPLICABILITY: This provision shall all apply to all Contracts. In the event that the Contract is for a sum exceeding $100,000.00, the Contractor shall also certify and file the Byrd Anti-Lobbying Amendment Certification.

Byrd Anti-Lobbying Amendment

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Contractor further understands and acknowledges that it shall disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non–Federal award.

Copeland “Anti-Kickback” Act

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

Byrd Anti-Lobbying Amendment:

Required Certification for Awards Exceeding $100,000

The undersigned certifies, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.[[1]](#footnote-1)

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor’s authorized official  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (printed) |  |  |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title (printed) |  |  |

1. **Rights to inventions made under a contract or agreement**

APPLICABILITY: This provision shall apply in the event that the Contract is funded by a Federal award meeting the definition of “funding agreement’ under 37 CFR § 401.2(a). A “funding agreement” is “any contract, grant, or cooperative agreement entered into between any Federal agency… and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.”

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

**Exhibit C**

SCOPE OF SERVICES

**EXHIBIT D**

PRICE PROPOSAL

1. Standard Form-LLL available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. [↑](#footnote-ref-1)