

**CITY OF EVERETT
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS (RFP) #25-44**

The City of Everett (CITY) invites sealed proposals for:

"Extended Day & Summer Programming for EPS"

The City of Everett is soliciting proposals from vendors for **Extended Day & Summer Programming** for the Everett Public Schools. The initial contract term shall be from **August 30, 2025 – August 30, 2026**, with the option to renew for up to **two (2) additional one-year terms** at the **sole discretion of the CITY**, subject to annual appropriation and satisfactory performance, in accordance with **M.G.L. c.30B**.

Proposal documents containing definitions of required services, evaluation criteria, and other pertinent information may be obtained on the City's website at [Purchasing - Everett, MA - Official Website](#) or at the Purchasing Department, Room 15, Everett City Hall, 484 Broadway, Everett, Massachusetts 02149, after **9:00 am on June 2, 2025**.

Proposal Submission Instructions & Award Information

The contract will be awarded in accordance with M.G.L. c.30B, as amended. Award will be made to the most advantageous proposer based on an evaluation of the Required Technical Questions, satisfaction of Minimum Criteria, Comparative Criteria assessments, and submitted price, as outlined in **Section IV. Selection Process and Schedule**.

Proposers must submit two separately sealed proposals: (1) a **Technical (Non-Price) Proposal** and (2) a **Price Proposal**. Sealed proposals clearly labeled "**RFP #25-44 – Extended Day & Summer Programming**" must be delivered to the **Purchasing Department** and addressed to: **Monica Ford, Interim Chief Procurement Officer, 484 Broadway Room 15 Everett, MA 02149** and received **no later than 12:00 PM on June 16, 2025**.

Proposal Submission Requirements:

Proposals must be submitted in two separate sealed envelopes, as outlined below, with the proposer's name clearly marked on the outside of each envelope received **no later than 12:00 p.m. on June 16, 2025**.

Proposals must comply with the submission format and content guidelines provided in **Section V.**

Requirements for Content of Response and will be evaluated in accordance with the criteria outlined in **Section IV. Selection Process and Schedule**.

1. Technical Proposal Envelope

Clearly Labeled:

"RFP #25-44- Technical Proposal- Extended Day & Summer Programming"

Contents:

- One (1) original
- Four (4) copies of the Technical Proposal

2. Price Proposal Envelope

Clearly Labeled:

"RFP #25-44- Price Proposal- Extended Day & Summer Programming"

Contents:

- One (1) copy of the Price Proposal
-

1. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.

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

It is the proposer's responsibility to regularly check the City of Everett's website for any updates, addenda, or modifications to this RFP. Proposers must also ensure that their contact email is current and monitored for communications from the City. The City is not responsible for missed communications due to outdated contact information or technical issues, including spam filters or email delivery failures.

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 Chief Procurement Officer has determined that, in order to select the most advantageous offer to operate the **Extended Day and Summer Programming** for the Everett Public Schools, evaluation criteria set forth in this Request for Proposals must be considered in addition to price. It is essential that the City of Everett retain the services of an experienced organization with the appropriate background and qualifications to provide students and families with a high-quality, structured program that is well-managed, educationally enriching, and safely delivered.

Therefore, the RFP process will enable the City to provide higher ratings to organizations whose experience in extended day and summer programming, and whose key personnel, exceed the minimally adequate number of years of experience providing similar services in an educational or community setting.

The successful proposer must demonstrate the ability to deliver services that adhere to the specifications outlined in this document and provide references where similar services have been successfully provided. The contract will be awarded to the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration both the results of the comparative evaluation and price. The City of Everett reserves the right to reject any and all proposals if deemed to be in the best interests of the City. The City will reject any and all proposals in accordance with the above-referenced General Laws.

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.

In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

Monica Ford
Interim Chief Procurement Officer
June 2, 2025

SCOPE OF SERVICES

I. INTRODUCTION

Request for Proposals to provide Extended Day & Summer Programming to the Everett Public Schools for the 2025-2026 school year beginning September 1, 2025. Programming would provide families high-quality after-school and summer childcare for a fee. Programming would include curriculum in the arts, science, and other topics to be highly engaging and motivating to students in PreK-5. Vendors would have experience in complying with state and federal laws regarding after-school and summer program child care for school-age students. This will be a one-year contract running from August 30, 2025 through August 30, 2026. This contract is eligible to be renewed for two additional one-year terms after the initial time-frame at the sole option of the City of Everett.

II. SCOPE OF SERVICES

The Everett Public Schools is requesting that qualified providers of extended-day programming submit proposals to the City in accordance with the following specifications as outlined below. We are seeking a partner to provide the Everett Public Schools with extended-day and summer programming at each of our elementary schools and early learning programs at the Adams, English, Keverian, Lafayette, Parlin, Whittier, Webster Extension, and Webster, in accordance with the following:

Hours of Operation

- Monday through Friday from the close of the school day in each building, beginning at 2:45 p.m. until 6:00 p.m. each day
- Earlier start time on days when the school has early release from the time of the student release until 6:00 p.m. with no additional cost to families
- 7:00 a.m. – 6:00 p.m. on weekdays that are not national holidays but the School Department is closed (to include at least 3 staff professional development days, summer and school vacation weeks)
- Ability for future expansion to include before-school hours from 7:00 a.m. until school starts.
- Summer program hours to include 7:00 a.m. – 6:00 p.m. on weekdays that are not national holidays for a minimum of 8 weeks.

Programming

Daily programming must include helping students complete their homework, a healthy snack, and an educational or co-curricular activity that is well-planned and defined through a written curriculum. The educational or co-curricular component should address relatively equivalent time on wellness, technology, fine arts, foreign language, STEM/Robotics, authentic learning, social-emotional wellness, and other topics often under-emphasized during the school day. A standardized curriculum must be available for all employees to follow. Staff and the program must comply with EEC regulations and licensing. The partnering program must be certified to accept EEC childcare vouchers.

Curriculum

A standardized curriculum must be available for all employees to follow. The curriculum should clearly delineate learning goals for students. Where Massachusetts Curriculum Frameworks address the content of a particular field of study, the curriculum should align to the Frameworks. Further, the curriculum should align

with that of the Everett Public Schools. Employees should be held accountable by the partnering program to follow the prescribed curriculum. Proposals should detail the curriculum used, including a scope and sequence for a year's worth of curriculum for the students to be served.

Selection, Training, and Supervision of Staff

Current employees of the Everett Public Schools who are in good standing will be given preference in hiring according to the Everett Public Schools Administration. The partnering program will be responsible for all staffing matters including payroll, licensing, staff management, background checks, and training. Individuals who the Everett Public Schools finds, with cause, unsuitable for employment will be removed from the staff on the afterschool program.

The partnering program will provide all professional development to staff, including but not limited to the management of students, Positive Behavior Interventions and Supports (or similar), curriculum implementation, CPR, and basic first aid. The partnering program will also assume responsibility for the supervision of staff, which will include at least one formal annual review. A site coordinator will be hired for each location to facilitate supervision. In addition, a higher-ranking manager will be hired to ensure continuity across Everett sites and assist with supervision. The District reserves the right to conduct unannounced observations of all sites at any time.

The partnering program will provide a detailed weekly report to the district of the implementation, including enrollment in the program, staffing ratios, any unfilled staffing positions, the outline of training provided to staff, and any information on concerns about implementing the program.

The partnering program will provide to the district the names and contact information of individuals overseeing each school site and any other staff responsible for the supervision and evaluation of the program. The partnering program will immediately report any changes in site coordinators and managers to the district.

The following numbers are our current 2024-2025 ENROLLMENT FIGURES for the schools (for grades Pre Kindergarten - 5 only). The assumption is that at least 25% of this enrollment may wish to enroll in an afterschool program. However, not every student may want to enroll every day.

SCHOOL YEAR PROGRAM

Adams Pre K - 186

Webster Extension Pre K - 230

Webster K-5-353

English-502

Keverian-531

Lafayette-662

Whittier-388

Parlin -643

TOTAL-3,495

ESTIMATED AFTERSCHOOL ENROLLMENT = 873

Summer Program

It is estimated that the summer program would have an enrollment of 436 which is at least 50% of the school year program.

Vacation Program

It is estimated that vacation week programs in February and April will have an estimated enrollment of 436 which is at least 50% of the school year program.

Submission Requirements

The proposal shall include but not be limited to the following:

- A cover letter that includes the name, title, telephone, and email address of a contact person for the proposal.
- A list of all management to be assigned to the project. Indicate the individual who will serve as the lead contact with EPS and describe the responsibilities and roles of each person assigned to the project. Include a resume and references for the program lead and all management assigned.
- A list of three-ten districts (with contact information) where extended-day programming is currently being provided.
- A list of at least three names with emails, titles, and phone numbers that can be contacted by the district to serve as a reference for implementing after-school programming in other districts.
- Documentation of the firm's history and financial stability.
- A detailed description of afterschool and summer program structure, including sample daily schedules for different age groups.
- A detailed description of the instructional curriculum to include a scope and sequence for a year's worth of programming. Outline how the curriculum aligns with the Massachusetts Curriculum Frameworks.
- A detailed description of processes for the selection, training, and supervision of staff.
- A detailed description of all safety, emergency, and security protocols.
- A detailed description of communication protocols and procedures with district and school leaders, students, and families.
- A detailed description of how the organization complies with all staff and federal regulatory requirements.
- A detailed description of how the program is culturally responsive and inclusive of the linguistic and cultural diversity of the Everett community, including how equity is advanced through the curriculum, program design, and staff training.
- A detailed description of the family fee schedule for the 2025-2026 school year.

Price Proposal

A detailed price proposal must be included. Everett Public Schools will not incur any costs associated with the operation of the Extended Learning Program. Proposers must document a guaranteed minimum annual amount of \$175,000 to be provided to the District through a fee structure or through returned income based on estimated enrollment projections (for each contract year award).

III. MINIMUM REQUIREMENTS AND EVALUATION CRITERIA

1. Proposer demonstrates a proven successful track record of developing and executing after-school programming for school-age students for at least 3 years.
2. Proposer demonstrates compliance with all Massachusetts DESE and Office for Children regulations, including licensing, staff qualifications, staff/student ratios, etc.

3. Proposer has safety procedures, including adult check-in and check-out procedures to ensure pickup of children by authorized adults only, staff certified in first aid and CPR and understanding of EPS emergency protocol procedures.
4. Proposer has the capacity to attend professional development instruction with EPS personnel.
5. Proposer must work with school administration and program liaison to streamline communication between school and non-traditional programs.
6. Any staff working with the EPS will need to be CORI/ SORI and fingerprinted by the Proposer as per EPS requirements, which are dependent on the scope of work before any services begin.

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

Everett Public Schools will review each proposal to recommend a vendor to be awarded the contract, giving each vendor a rating of Highly Advantageous, Advantageous, or Not Advantageous for each criteria, defined as follows:

- Highly Advantageous (HA): This represents a response that provides all requirements and cost proposals as outlined.
- Advantageous (A): This represents a response that provides most, but not all of the requirements and cost proposal as outlined.
- Not Advantageous (NA): This represents a response that fails to meet the standard for a satisfactory response, but is responsive.

Comparative Evaluation/Selection Criteria

The following criteria shall be used to rate the proposals:

1. Quality/Variety of Programming
2. Quality/Alignment of Curriculum
3. Challenging, Engaging Project Based Learning Curriculum
4. Quality of Staff Management/Development
5. Expertise/Experience of Vendor
6. Diversity, Access, and Equity
7. Program Measurement and Reporting
8. Physical and Emotional Safety

Each proposal shall be reviewed and ranked on each of the above criteria as follows:

Quality/Variety of Programming

- Highly Advantageous: Proposer has provided detailed and convincing information to establish that it offers excellent and varied programmatic elements in the areas identified above.
- Advantageous: Proposer has provided some information to establish that it offers excellent and varied programmatic elements in the areas identified above.
- Not Advantageous: Proposer has not provided sufficient information to establish that it offers excellent and varied programmatic.

Quality/Alignment of Curriculum

- Highly Advantageous: Proposer has provided detailed and convincing information to

establish that it will implement an excellent instructional curriculum that aligns with seamlessly with Everett Public Schools elementary curriculum and the Massachusetts Curriculum Frameworks.

- Advantageous: Proposer has provided some information to establish that it will implement a strong curriculum, but does not establish alignment clearly.
- Not Advantageous: Proposer has not provided sufficient information to establish that it will implement a robust curriculum.

Challenging, Engaging Project Based Learning Curriculum

- Highly Advantageous: Proposer outlines a curriculum that showcases and develops projects as a core component of the programmatic model. In addition, students engage in group project-based work on a regular basis, have a voice and choice in their work, and are responsible for their own and others' learning.
- Advantageous: The curriculum outlines an explanation of the projects/content that the students will complete as a result of participation in the program. The curriculum is mostly adult-directed, with some opportunities for active student engagement, voice, and choice.
- Not Advantageous: There is no clear explanation of the projects/content students will complete as a result of their participation in the program, programming is surface-level and unidirectional.

Quality of Staff Management/Development

- Highly Advantageous: Proposer has provided an excellent and proven plan for selecting, training, and supervising staff.
- Advantageous: Proposer has provided a clear plan for selecting, training, and supervising staff.
- Not Advantageous: Proposer has not provided a clear plan for selecting, training, and supervising staff.

Expertise/Experience of Vendor

- Highly Advantageous: Proposer has a documented history of operating long-term, highly successful afterschool programs with multiple school districts with similar demographics to Everett.
- Advantageous: Proposer has a documented history of successfully operating afterschool programs but not multiple districts with similar demographics to Everett.
- Not Advantageous: Proposer has no history of successfully operating afterschool programs with similar demographics to Everett.

Diversity, Access, and Equity

- Highly Advantageous: Proposer has outlined a clear, detailed, expansive explanation of how the program content and processes advance equity and access for the Everett student community, including a review of culturally responsive training and training for staff. The proposal, program model, and curriculum also include how the program supports students with disabilities and multilanguage learners.
- Advantageous: Proposer has outlined an explanation of how the program content and processes advance equity and access for diverse students including meeting the needs of students with disabilities and multi-language learners.
- Not Advantageous: There is no explicit discussion of how the programming advances equity goals for the district.

Program Measurement and Reporting

- Highly Advantageous: Proposer has outlined programs that have clear data exemplifying their previous successes and areas of growth, programs have a detailed plan for collecting and measuring program impact.
- Advantageous: Proposer has outlined programs that have clear data exemplifying their previous successes and areas of growth, programs have a detailed plan for collecting and measuring program impact.
- Not Advantageous: Proposer does not provide data or evidence from previous programming to support their activity plan and does not have clearly defined tools or processes for measuring programmatic outcomes and impact.

Physical/Emotional Safety

- Highly Advantageous: Proposer has provided a description of program processes around physical and emotional health and safety with clear, detailed explanations of safety protocols, supervision ratios, and behavior/emotional supports that adhere to state and federal regulations for after-school programming.
- Advantageous: Proposer has provided a description of physical and emotional health and safety protocols that adhere to state and federal regulations for after-school programming.
- Not Advantageous: The proposer has not provided specific language around safety protocols, supervision ratios, or behavior/emotional supports.

All proposals received by EPS will be reviewed by the Manager of Extended Learning to determine if the proposal meets all of the minimum submission requirements. If a proposal meets these requirements, the Manager of Extended Learning will evaluate and rate all such proposals, applying the evaluation criteria prescribed below. EPS reserves the right to conduct site visits to verify facilities or other information contained in a proposal as well as to utilize evaluation rubrics that will be made available to providers.

Any questions concerning this Request for Proposals must be submitted in writing **by June 11, 2025 prior to 4:00 p.m.** to: monica.ford@ci.everett.ma.us

“Extended Day & Summer Programming” (RFP Evaluation)

Length of Contract: August 30, 2025 to August 30, 2026

Scope	Highly Advantageous	Advantageous	Not Advantageous
Quality/Variety of Programming- Proposal included information of varied programmatic elements that provide for engaging activities across the arts, STEM, SEL, and other authentic learning opportunities.	Proposer has provided detailed and convincing information to establish that it offers excellent and varied programmatic elements in the areas identified above.	Proposer has provided some information to establish that it offers excellent and varied programmatic elements in the areas identified above.	Proposer has not provided sufficient information to establish that it offers excellent and varied programmatic.
Quality/Alignment of Curriculum- The proposal outlines a year long standardized curriculum with clear learning goals, linked to state standards and local curriculum.	Proposer has provided detailed and convincing information to establish that it will implement an excellent instructional curriculum that aligns seamlessly with Everett Public Schools elementary curriculum and the Massachusetts Curriculum Frameworks.	Proposer has provided some information to establish that it will implement a strong curriculum, but does not establish alignment clearly.	Proposer has not provided sufficient information to establish that it will implement a robust curriculum.
Challenging, Engaging Project Based Learning Curriculum- The proposal outlines how project-based, student-centered, engaging programming is planned and implemented.	Proposer outlines a curriculum that showcases and develops projects as a core component of the programmatic model. In addition, students engage in group project-based work on a regular basis, have a voice and choice in their work, and are responsible for their own and others’ learning.	The curriculum outlines an explanation of the projects/content that the students will complete as a result of participation in the program. The curriculum is mostly adult-directed, with some opportunities for active student engagement, voice, and choice.	There is no clear explanation of the projects/content students will complete as a result of their participation in the program, programming is surface-level and unidirectional.
Quality of Staff Management/ Development- The proposal outlines plan for staff professional	Proposer has provided an excellent and proven plan for selecting, training, and supervising staff.	Proposer has provided a clear plan for selecting, training, and supervising staff.	Proposer has not provided a clear plan for selecting, training, and supervising staff.

development, onboarding of new staff, and recruitment/retention of staff.			
Expertise/Experience of Vendor -The proposal outlines past experience with afterschool programs in public school settings with diverse populations.	Proposer has a documented history of operating long-term, highly successful afterschool programs with multiple school districts with similar demographics to Everett.	Proposer has a documented history of successfully operating afterschool programs but not multiple districts with similar demographics to Everett.	Proposer has no history of successfully operating afterschool programs with similar demographics to Everett.
Diversity, Access, and Equity -The proposal outlines how it supports goals of equity and inclusion in training for staff, programming model, and curriculum.	Proposer has outlined a clear, detailed, expansive explanation of how the program content and processes advance equity and access for the Everett student community, including a review of culturally responsive training and training for staff. The proposal, program model, and curriculum also include how the program supports students with disabilities and multilanguage learners.	Proposer has outlined an explanation of how the program content and processes advance equity and access for diverse students including meeting the needs of students with disabilities and multilanguage learners.	There is no explicit discussion of how the programming advances equity goals for the district.
Program Measurement and Reporting -Proposal includes data analysis explaining the impact of the program on students and families along with ongoing process for program evaluation.	Proposer has outlined programs that have clear data exemplifying their previous successes and areas of growth, programs have a detailed plan for collecting and measuring program impact.	Proposer has outlined programs that have clear data exemplifying their previous successes and areas of growth, programs have a detailed plan for collecting and measuring program impact.	Proposer does not provide data or evidence from previous programming to support their activity plan and does not have clearly defined tools or processes for measuring programmatic outcomes and impact.
Physical/Emotional Safety -The proposal outlines how it supports the physical and emotional well-being through established	Proposer has provided a description of program processes around physical and emotional health and safety with clear, detailed explanations of safety	Proposer has provided a description of physical and emotional health and safety protocols that adhere to state and federal regulations for	The proposer has not provided specific language around safety protocols, supervision ratios, or

protocols and process including how it ensures compliance with federal and state regulations.	protocols, supervision ratios, and behavior/emotional supports that adhere to state and federal regulations for after-school programming.	after-school programming.	behavior/emotional supports.
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IV. SELECTION PROCESS AND SCHEDULE

4. Each proposal must contain two (2) sealed envelopes clearly labeled **NO LATER THAN 12:00 PM ON June 16, 2025**. 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, 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 marked as noted.

ENVELOPE 1	ENVELOPE 2
Extended Day Programming TECHNICAL PROPOSAL	Extended Day Programming PRICE PROPOSAL

Envelope 1 – Technical Proposal – As this is an RFP, respondents shall submit:

One original and Four (4) 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 – One original and Four (4) copies of the Price Proposal form.

V. REQUIREMENTS FOR CONTENT OF RESPONSE

Submit One original and Four (4) 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

Selection Criteria: The Response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed.

A. Communications with the City

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

Monica Ford, Everett City Hall 484 Broadway, Room 15, Everett, MA 02149
monica.ford@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), individuals 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 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

Attached to this pricing sheet include:

1. Complete rate structure including all hourly rates by discipline/position and any other associated charges. For Example:

Title	Name	No. of Hours	Hourly Rate	Total
Project Manager	Jane Doe	10	\$50	\$500

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project. 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 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. The undersigned certifies under penalties of perjury that all information contained in the required is accurate and complete.

Business Name: _____

Business Address: _____

Town/State/Zip: _____

Signature: _____

Printed Name: _____ Title: _____

F.I.D/SS #: _____

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: August 30, 2025 – August 30, 2026, with the option to renew for two additional one (1) year terms at the sole discretion of the Everett Public Schools.

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

Printed Name

Title

CITY OF EVERETT:

Allison Jenkins
Chief Procurement Officer

Date Signed

William D. Hart
Superintendent of Schools

Date Signed

Eric Demas
Chief Financial Officer/City Auditor

Date Signed

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

QUOTE FORM

This Quotation **MUST** be signed by an authorized individual(s). The quote must be signed as follows: 1) if the quoter is an individual, by her/him personally; 2) if the quoter is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the quoter 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.

By signing this Quote Form, the quoter confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

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

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.

Business Name: _____

Business Address: _____

City/State/Zip: _____

Signed: _____ (Date)

Printed Name: _____ Title: _____

F.I.D. #: _____

Telephone: _____ Fax: _____

Email address: _____

AMOUNT OF YOUR QUOTE:

(Written Amount) \$ _____
(Figure)

In the case of discrepancy between the written amount and the figure, the written amount will prevail.

THIS PAGE IS INTENTIONALLY BLANK

Include if your project will require a contract.

**THIS IS A SAMPLE OF THE CONTRACT YOU WILL BE ASKED TO SIGN. NO
TERMS or CONDITIONS CHANGES WILL BE ACCEPTED**

THIS IS NOT DUE WITH QUOTE

CITY OF _____, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the CITY of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____,

Massachusetts, hereinafter referred to as the "CITY", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY invited the submission of proposals for the purchase and delivery of _____, hereinafter the "Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the CITY has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.

2. THE WORK. The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. MAYOR OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The CITY shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the CITY from any and all claims and liabilities under this Agreement.
 - C. Neither the CITY's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The CITY shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the Mayor of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth below:

General Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least

30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. TERMINATION. A. Termination for Cause. If at any time during the Mayor of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as

determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of its operation under this Contract in such detail and with such information as the CITY may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the CITY harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any Mayor or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent

jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this

Contract.

City Accountant

CITY OF _____, MA

By its: _____

Approved as to Form:

City Solicitor

CONTRACTOR:

(Signature)

(Name and Title)

(Date)

Exhibit B

SCOPE OF SERVICES

Exhibit C

PRICING PROPOSAL