

CITY OF EVERETT, MASSACHUSETTS



INVITATION FOR BIDS

PLD-26-93

Citywide Tree Watering Services

Date: March, 23, 2026

Responses Due: Monday, April 13, 2026 at 2:00PM

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1. Introduction

The City of Everett requests sealed bids from qualified vendors to provide Tree Watering Services throughout the City. This procurement is conducted in accordance with M.G.L. c. 30B, §5.

2. Scope of Work

The Contractor shall furnish all labor, equipment, and materials necessary to perform Tree Watering Services at designated locations within the City of Everett. Required Services include:

- ❑ Fill watering bags at assigned tree(s) with a minimum of 20 gallons of water once per week during the watering season.
- ❑ Water shall be drawn only from DPW-designated hydrants.
- ❑ Ensure watering bags are properly secured, filled, and functioning.
- ❑ Report damaged, missing, or compromised watering bags to the City.
- ❑ Maintain a weekly log of all trees watered, including date, time, location, and any issues observed.

Season Duration: The watering season typically runs from May through October, subject to weather conditions and City direction. City Responsibilities include:

- ❑ Provide access to hydrant: at the North West corner of the building at the DPW yard at 19 Norman Street between the hours of 7:00am and 2:00pm, Monday thru Friday, excluding City Holidays.
- ❑ Reserve the right to perform any portion of the work with City staff.

3. Background

The City of Everett maintains a growing inventory of public shade trees that require consistent watering, particularly during the first three years after planting. This contract supports the City's urban forestry and sustainability goals by ensuring that newly planted and established trees receive adequate hydration throughout the watering season.

4. Site Visit - None

5. Minimum Qualifications

Bidders must demonstrate:

- A. Experience performing outdoor maintenance or municipal service work.
- B. Ability to provide reliable staffing and equipment capable of meeting weekly watering requirements.
- C. Capacity to maintain accurate service logs.
- D. Ability to communicate effectively with City staff.
- E. Organizational capacity to complete the work within the required timeframe.

- F. Submission of at least three (3) references for similar outdoor maintenance, municipal, or seasonal service work performed within the last five (5) years. References must include contact information and a brief description of services provided.

Failure to submit the required references may result in the bid being deemed non-responsive.

The awarded Contractor will be required to maintain insurance coverage as determined by the City.

6. Submission Deadline & Instructions

Proposers shall submit hard sealed bids in accordance with M.G.L. c. 30B, §5, containing all required information, including the price.

All questions concerning this IFB must be submitted in writing by 4:00 p.m. on April 6, 2026 to the contact listed below:

Kiara M. Freeman, Chief Procurement Officer
City of Everett 484 Broadway, Room 14
Everett, MA 02149
617-394-2288
Email: Kiara.freeman@ci.everett.ma.us

Bids shall be enclosed in a sealed envelope with the following plainly marked on the outside on or before 2:00PM on April 13, 2026:

Bid for:
Kiara M. Freeman, Chief Procurement Officer
Everett City Hall, Purchasing Department, Room 14
Everett, MA, 02149

Project Number PLD-26-93 Citywide Tree Watering Services

Bidder's Name,
Business Address,
and Phone Number

Timely delivery of a Bid to the location designated shall be the full and sole responsibility of Bidder.

7. Additional Terms

- The Consultant shall comply with all applicable federal, state, and local laws and regulations.

- ❑ All documents prepared under this contract shall become the property of the City of Everett.
- ❑ The Consultant shall indemnify and hold harmless the City to the extent permitted by law.
- ❑ No contract shall be considered executed until approved and signed by the appropriate City authority.
- ❑ The City reserves the right to cancel this IFB at any time if deemed in the City's best interest.
- ❑ The City encourages participation from Minority- and Women-Owned Business Enterprises (MBE/WBE) and firms with demonstrated experience working with diverse communities.

8. Forms

A. Attachments:

- i. Bid Form
- ii. Required Certifications

B. Exhibits:

- i. Vendor Agreement
- ii. City of Everett Vendor Reimbursement Guidelines

**FORM OF GENERAL BID
CITY OF EVERETT, MASSACHUSETTS
TREE WATERING SERVICES**

Bid of: _____ (“Bidder”)

Check one:

Corporation organized under the laws of _____

Partnership

Joint Venture

Individual doing business as _____

To: City of Everett, Massachusetts (“Owner”)

A. GENERAL BID SUBMISSION

The undersigned Bidder, having examined the Invitation for Bids, specifications, and all other Contract Documents for Tree Watering Services, and having familiarized themselves with all conditions affecting the work, hereby proposes to furnish all labor, equipment, and materials necessary to perform the services in full accordance with the Contract Documents.

The Bidder agrees to commence work on or before the date specified in the City’s written Notice to Proceed.

B. ADDENDA ACKNOWLEDGMENT

Addendum No. _____

TREE WATERING RATES

Estimated Annual Budget: \$100,000 *(Provided solely for bid comparison; actual quantities are not guaranteed.)*

SECTION 1 – City Tree Watering

No	DESCRIPTION	UNIT	Price	ESTIMATE	TOTAL
1	Fill watering bags at assigned tree or trees with minimum 20 gallons of water once per week during the watering season.	Per Tree	\$	100	\$
2	TOTAL SECTION 1				\$

Written Amount: _____

The City reserves the right to perform any portion of the work with City staff and to supply materials as needed. In the event of a discrepancy between written and numerical amounts, the written amount shall govern. Unit prices shall include all labor, equipment, overhead, profit, insurance, and all other costs necessary to complete the work.

Contract Term:

May 1, 2026 – April 30, 2027 with two (2) optional one-year renewals at the sole discretion of the City.

C. STATUTORY COMPLIANCE

This procurement is conducted under M.G.L. c. 30B, §5. Prevailing wage does not apply.

The Bidder understands that the City may reject any or all bids and may waive minor informalities. The Bidder agrees that this bid shall remain valid for 30 days, excluding Saturdays, Sundays, and legal holidays. Within 10 days of receiving written notice of award, the Bidder agrees to execute the Contract.

D. BIDDER QUALIFICATIONS

1. Number of years in business under present name: _____
2. Names and addresses of all persons or entities with an ownership interest (attach additional sheets if necessary):

E. SIGNATURE

Bidder: _____

By: _____

Title: _____

Date: _____

ATTACHMENT 1
Required Certifications

CERTIFICATIONS REQUIRED BY LAW

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid 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.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The undersigned certifies that no conflict of interest exists under M.G.L. c. 268A and that no City of Everett employee or official has an undisclosed financial interest in the firm's response or potential award.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

CERTIFICATE OF CORPORATE AUTHORITY (if applicable):

I, _____ certify that I am the duly authorized Clerk/Secretary of the corporation named below; that the individual signing the response on behalf of the corporation is authorized to bind the corporation contractually; and that this certification is made under the penalties of perjury.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

Exhibit 1
Sample Vendor Agreement

#XXX-XX-XX
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) and the Scope of Services 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, at its own expense, the insurance coverage required under this Agreement in the types and amounts set forth in Article 8. Such insurance shall be maintained at all times during the performance of the Services and, where applicable, for the periods specified in Article 8. Except as otherwise provided, the Vendor shall name the City of Everett as an Additional Insured on applicable policies to the extent required by the nature of the Services and permitted by the applicable policy. The Vendor shall furnish certificates of insurance evidencing the required coverage in accordance with Article 8. Failure to maintain the required insurance shall not relieve the Vendor of any liability or obligation under this Agreement

TERM: This Agreement shall commence upon execution and shall remain in effect through _____, unless terminated earlier in accordance with the terms of this Agreement. The City may, at its sole discretion, renew this Agreement for up to two (2) additional one-year terms upon written notice to the Vendor].

COMPENSATION: The total compensation payable under this Agreement shall not exceed _____ **Dollars (\$XXXXX)**, unless otherwise amended in writing and duly authorized by the City and the Chief Procurement Officer.

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"/>

[SIGNATURES FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date last signed.

AGREED:

VENDOR

Name:
Title:

Date Signed

CITY OF EVERETT:

Name:
Title:

Date Signed

Kiara M. Freeman
Chief Procurement Officer

Date Signed

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available.

Bill Fowler
Interim City Auditor

Date Signed

Approved As To Form:

Jaclyn Munson, Esq.
City Solicitor

Date Signed

Robert Van Campen
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

The City shall compensate the Vendor for reimbursable expenses related to the Services only if actually incurred and only if previously approved by the City in writing. The City reserves the right to refuse to reimburse any or all of Vendor's expenses under this section.

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. Agreement 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 and in compliance with the Massachusetts Public Records Law, M.G.L. ch. 66. 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, at its own expense, the insurance coverage described above in

amounts not less than the stated limits. Such insurance shall be maintained at all times during the performance of the Services and, in the case of Commercial General Liability, Workers' Compensation, and Employer's Liability, for a period of not less than one (1) year following termination of this Agreement. Professional Liability insurance shall be maintained for the applicable statute of limitations period provided by law.

- 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 AND REMEDIES OF THE CITY

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.

- c. If the Vendor provides goods and/or services that do not comply with the specifications and requirements in this Agreement as reasonably determined by the City, the City may request that the Vendor refurbish services or provide substitute goods at no additional cost to the City until such time as the City determines that the goods and/or services are in compliance with the specifications and requirements. If the Vendor shall fail to provide satisfactory goods or services, the City, in the alternative, may make any reasonable purchase or contract to purchase goods or services in substitution for those due from the Vendor. The City may deduct the cost of any substitute contract or nonperformance of services together with incidental and consequential damages from the Agreement price and shall withhold such damages from sums due or to become due to the Vendor. The City otherwise retains all rights and remedies at law or in equity.

- d. If the damages sustained by the City as determined by the it exceed sums due or to become due, the Vendor shall pay the difference to the City upon demand.

- e. The Vendor shall not be liable for any damages sustained by the City due to the Vendor's failure to furnish goods or services under the terms of this Agreement if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Agreement was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Vendor has notified the City in writing of such cause as soon as practicable.

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. Massachusetts Public Records Law. This Agreement is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Agreement shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the City for a period not shorter than required said Municipal Retention Schedule.

The Vendor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Agreement or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Access to view Vendor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Vendor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Agreement performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Vendor's own expense. Reasonable costs for copies of non-routine Agreement related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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. Reserved.

g. Choice of Law. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

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. Reserved.

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.

1. City's Terms Govern: In the event of any conflict between this Agreement and the Vendor's proposal, the terms and conditions of this Agreement shall govern.

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, gender identity, 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. MONIES OWED TO THE CITY AND TAXES

a. Pursuant to M.G.L. c. 62C, s. 49A, the Vendor certifies under penalties of perjury, that to the best of Vendor's knowledge and belief, Vendor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced 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.

c. In accordance with M.G.L. c. 60, s. 93, the Vendor agrees that the City Treasurer may withhold from amounts owing and payable to the Vendor under this Agreement any sums owed to any department or agency of the City which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the City Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

16. RELATIONSHIP OF THE PARTIES AND CONFLICT OF INTEREST

The Vendor is retained solely for the purposes set forth in this Agreement. Vendor's relationship to the City during the term of this Agreement shall be that of an independent contractor. The Vendor shall have no authority to involve the City in any contract or to incur any liability on the part of the City. The Vendor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Vendor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Vendor, its agents or employees.

17. PROHIBITION AGAINST BID COLLUSION

The Vendor certifies under penalties of perjury that the bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Agreement.

EXHIBIT B
SCOPE OF SERVICES

The Vendor shall provide:

SAMPLE

EXHIBIT C
PRICE PROPOSAL/ RATE SCHEDULE

Pursuant to Exhibit B, the City shall compensate the Vendor on a rate-based basis for services actually rendered under this Agreement, subject to a not-to-exceed amount of _____ **Dollars (\$xxxxx)** during the initial one-year term, unless otherwise amended in writing and authorized by the City.

SAMPLE

SAMPLE

Exhibit 2:
Vendor Reimbursement Guidelines

City of Everett, Massachusetts Vendor Expense Reimbursement Guidelines

Guidelines – Purpose, Scope, and Vendor Responsibility:

These guidelines apply to all Vendors for expenses incurred while performing services directly related to specific requirements of their City of Everett contract or purchase order. Vendors are advised to seek pre-approval before incurring any unusual expenses and for any expenses not specifically listed below.

Vendors are expected to exercise discretion and good business judgment with respect to all expenses and aim for reasonable economy. Expenses deemed excessive may be subject to reimbursement denial. Vendors are responsible for providing clearly marked legible receipts confirming expenses. Invoices for reimbursements should be submitted within 45 days of the expense if possible. Markups on expenses are normally limited by City of Everett contracts or purchase orders and usually set at a maximum of 5.0%.

Allowable Reimbursable Expenses:

Transportation: The costs for required transportation to and from meeting locations, jobsites, hotels, airports, and similar in connection with City of Everett -related activities are reimbursable.

Air Travel: Air travel & any related airport parking fees will require prior approval to be reimbursable.

Ground Transportation:

Privately Owned Vehicles: Use of personal cars will be reimbursed at the standard mileage rate set by the IRS for deductible mileage.

Rental Vehicles: Cars should be rented only when other means of transportation are unavailable, more costly, or impractical.

Taxis or “ride share”: Use of taxi or “ride share” companies can be reimbursed. Surge pricing should be avoided.

Public Transportation (Bus, Subway, Commuter Rail): Per ride fares can be reimbursed.

Parking and Tolls: These fees and tolls can be reimbursed.

Meals: Vendors must use good judgment and select economical meal locations. Business meals may be reimbursed with prior approval. Tips may not exceed 20% unless automatically applied due to the size of the meeting. Project-Specific “Worker Appreciation Lunches” and similar may be reimbursed with prior approval. Alcohol expenses cannot be reimbursed by City of Everett.

Lodging: Reimbursement of all accommodations must receive prior approval. To be reimbursable, hotel lodging must be integral to a City of Everett-required service such as extended hour visits to sites, visits to plants or factories outside Massachusetts, or overnight visits from Vendors not based in Massachusetts. Vendors must seek a standard room and rooms in excess of \$175 per night may be deemed excessive.

Equipment: Purchases of necessary equipment can be reimbursed with prior City of Everett approval. The equipment shall be deemed the property of the City of Everett and must be turned over to the City of Everett at the end of the contract term or upon request of City of Everett personnel, whichever is sooner. Purchase of equipment already owned or leased by the Vendor or expected to be retained by the Vendor cannot be reimbursed.

Per Call Phone Charges and Conference Call Services: These charges are reimbursable. Conference call services can be reimbursed if City of Everett personnel are present for the call or if the call is required for City of Everett-specific business and pre-approved.

Printing, Reprographics, Postage, and Shipping Fees: These fees are reimbursable if project related and the backup for invoicing is in an itemized format with appropriate attribution to the specific City of Everett project.