

CITY OF SOMERVILLE

MASSACHUSETTS

MAYOR'S OFFICE OF STRATEGIC PLANNING AND COMMUNITY DEVELOPMENT



2022-2023

REQUEST FOR PROPOSAL

Workforce Development Grant Funding

BID NUMBER # WFD-23.1

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LEGAL NOTICE

City of Somerville
Mayor's Office of Strategic Planning and Community Development (OSPCD)
WFD-23.1

The City of Somerville, Mayor's Office of Strategic Planning and Community
Development (OSPCD)

invites sealed proposals for the Industry Specific Training Program, and
Contextualized Education for Adults and English Language Learners and the Job
Training Scholarship Fund:

Workforce Development Grant Programs

Workforce Development Grant Programs. Proposals must be for programs that
assist in the creation and maintenance of employment and career opportunities for
low- and moderate-income residents of the City of Somerville. Funds for the
Industry Specific Training Program, Contextualized Education for Adults and
English Language Learners and the Job Training Scholarship Fund are provided by
the Job Creation and Retention Trust.

Bid Number WFD-23.1

Request for Proposal packages for both programs will be posted and available for
download on the City of Somerville website beginning at

10:00AM, Wednesday September 21, 2022 at www.somervillema.gov/wfd.

Print copies available upon request to William Blackmer at email

WFD@somervillema.gov.

An electronic PDF file should be emailed to WFD@somervillema.gov.

and proposal packages must be submitted no later than

12:00 PM, Friday October 21, 2022

for responses to WFD-23.1.

Please contact the City of Somerville's Workforce Development staff, by email
at WFD@somervillema.gov, for information and proposal packages.

Thomas Galligani, Acting Executive Director
617- 625-6600, x 2500

Somerville Times (September 21, 2022)

A. BACKGROUND INFORMATION

The City of Somerville is seeking proposals from nonprofit agencies and organizations for public service programs to be funded through the Job Creation and Retention Trust, City funds, and other available funds generated from development impact fees. The Mayor's Office of Strategic Planning and Community Development is committed to the provision of assisting in the creation and maintenance of employment and career opportunities for low- and moderate- income Somerville residents.

The Somerville Job Creation and Retention Trust is the result of the City's 2016 home-rule petition to institute a workforce development linkage fee to support additional training and employment programs to prepare residents for and connect them to new job opportunities. Following an extensive evaluation of the commercial development landscape, incoming industry sectors, and resident educational and skill attainment, as well as exploration to further conceptualize the future JCRT Board of Trustees structure, the Somerville Board of Aldermen voted in December 2017 to approve a zoning amendment creating the JCRT fund and setting the jobs linkage fee at \$2.46 a square foot on commercial development projects of more than 15,000 square feet. Currently the fee is \$2.75 a square foot.

In September of 2017, the Economic Development Division of the Office of Strategic Planning Community Development (OSPCD) initiated a 9-month strategic visioning and planning process for the City's workforce development programs and ecosystem. The resulting strategic plan, the Talent Equity Playbook (TEP), serves as a guiding document for the City of Somerville as it increases its investment in developing and empowering Somerville's labor force and expands its role into that of a leader in regional workforce development. The JCRT Board also follows the strategic plan outlined in the TEP.

TIMELINE

RFP Issued	September 21, 2022
Deadline for Submitting Questions to RFP	October 7, 2022 @ 12:00 PM
Proposals Due	October 21, 2022 @ 12:00 PM
Anticipated Contract Award	November 16, 2022
Services Commence	Fall/Winter 2022-2023
Contract Completion Date	Fall/Winter 2023-2024

B. ELIGIBILITY, EVALUATION AND AWARD

1. Minimum Eligibility Criteria:

The competitive selection process provided for under this RFP will focus on the program design, qualifications, and ability to execute deliverables in accordance with the selection criteria set forth in the RFP. Eligible applicants include any nonprofit organization capable of performing the work described in this RFP, including but not limited to education and training organizations, institutions of higher learning, community and faith-based organizations, and employers. Thoughtful written responses will enable the City to select the most qualified proposers.

At a minimum, it is expected that the contracting agency will have prior experience in adult education and/or workforce development. Moreover, the contracting agency should have experience working with low-income populations with barriers to employment.

2. Selection Criteria:

Proposals are urged to address the following considerations in completing the required Section 1: Program Description:

- Each respondent must include a proposed outline of deliverables and schedule for how these deliverables will be met. The City cannot pay for services up-front. Upon selection of service provider, the awardee will meet with the City of Somerville's Economic Development division of OSPCD to agree upon a final set of deliverables and benchmarks. Grant funds will be awarded as these deliverables and benchmarks are met.
- Recent or proposed adaptations of the Proposer's services to better serve Somerville's changing population,
- Recent or proposed innovations and/or improvements in the Proposer's service model,
- Collaboration with other non-profits in planning and service delivery,
- Justification for continued funding (addressing Minimum Eligibility Criteria **Particularly Low Moderate Income (LMI) clientele eligibility**),

3. Selection Procedure:

Grants are exempt from the Chapter 30B selection procedures. Proposals shall be reviewed by Advisory Committee composed of members of the Job Creation and Retention Trust and/or the Economic Development Division of OSPCD. In addition to the Minimum Eligibility Criteria and Selection Criteria listed above, the Committee will consider census data, human service provider statistics, results of the public meetings, and past performance (where applicable).

The Advisory Committee will evaluate applications based on the following rating system (100 points possible):

- | | |
|---|-----------|
| • Experience managing grant funded projects | 25 points |
| • Agency capacity – financial and staffing | 15 points |
| • Organizations that primarily serve underserved communities/neighborhoods' | 20 points |
| • Benefits to Special Needs and Low and Moderate Income (LMI) persons | 20 points |
| • Project budget, leverage of other funds, partnerships with other agencies | 20 points |

4. Execution of Grant Agreement:

Successful Proposers must execute a Public Service Grant Agreement within 30 days of award with the City of Somerville in substantially the same form, including Appendices, as the sample Grant Agreement included in Attachment C of this RFP. Please note that funding is typically for one year only, although the City may extend the term of the grant in appropriate cases.

5. Grant Agreement Reporting Requirements:

Awarded proposers will be required to follow all JCRT and/or City Reporting Requirements including the submission of forms required by the scope of work and Quarterly Progress Reports.

C. SUBMISSION

INSTRUCTIONS

Please fill out the Proposers' Checklist (Attachment A), Section I. including Program Description, Section II. Financial Planning Projections/Price Proposal, and Section III: Total agency operating budget, Listing of Board of Directors & Affiliation, Organizational Chart, and Job Descriptions. For Section IV submit the agency's Authorization Vote of the Board/Certificate of Authority, copy of agency's Financial Policies and Procedures and financial Audit. Section V (For New Proposers ONLY) – Submit the agency's Articles of Organization and Affirmative Action Plan. To assist the Advisory Committee please submit your proposal with each section labeled and organized in the following order:

Submit One (1) PDF Copy of ALL sections

SECTION I

- Cover Page
- Program Description (not to exceed 9 pages)

SECTION II

1. Financial Planning Projections/Price Proposal (not to exceed 2 pages)

SECTION III

2. Total agency operating budget
3. Listing of Board of Directors & affiliation
4. Organizational Chart
5. Job Descriptions

SECTION IV

Documents to be Provided for All Proposers

- Authorization Vote of the Board
- Financial Policies and Procedures
- Audit

SECTION V

Documents to be Provided by New Proposers ONLY

4. Articles of Organization
5. Affirmative Action Plan

SUBMISSION:

An electronic PDF of proposal must be submitted to the Office of Strategic Planning and Community Development (OSPCD) by October 21, 2022 @ 12:00 PM.

An electronic PDF proposal should be emailed to: WFD@somervillema.gov. Timestamps from emails will be used to certify timely submission. Read receipts are suggested.

Hardcopies of the proposal are NOT required, but can be mailed to City Hall (*in addition to electronic submission*), in a clearly marked envelope which includes:

**Proposer Agency Name and Address and "GRANT NAME" to:
Office of Strategic Planning and Community Development (OSPCD)
Attention: Jennifer Mancia and William Blackmer
City of Somerville
93 Highland Ave, 3rd Floor
Somerville, MA 02143**

It is the sole responsibility of the proposer to ensure that the proposal arrives on time. Late proposals will not be considered and will be rejected and returned

Questions:

For more information regarding this Request for Proposals or the Programs please contact Workforce Development staff at WFD@somervillema.gov. Deadline for submitting questions regarding this RFP is October 7, 2022 @ 12:00 PM

SECTION I.

1. COVER PAGE

- Agency Name:
- Name of Project:
- Address:
- Contact Person (Name/Title):
- Telephone Number:
- Funding Type:

Email Address:

Fax Number:

- Applicant Type:
 - Renewal ☐
 - New Applicant ☐

- Agency Type (Check One):

Municipal ☐

Private Non-Profit ☐

Consortium or Collaborative ☐

- Federal I.D. # _____ DUNS # _____
- Each applicant should specify which subcategory best describes the proposed project:

- ☐ Industry Specific Training - Childcare ☐
- ☐ Job Training Scholarship Fund
- ☐ Contextualized ESOL for Adult learners
- ☐ Contextualized ESOL and High School Equivalency Test Preparation (HiSet) Education for Adult learners

- Describe the population with whom you expect to work and estimate the number of people to be served by this project:

- Client eligibility criteria used:

☐ Client must be an adult resident of Somerville, MA (18 years or older)

☐ Client must belong to a low- or moderate-income household as defined by HUD income limits.

- Total Funding Requested in this proposal: _____

Submitted by: _____

Print Name

Signature

Date: _____

SECTION I. (Continued)

2. PROGRAM DESCRIPTION

(Please limit your response to one page per subsection. Not to exceed a total of 9 pages)

1. **If you are requesting renewed funding for a program**, justify why the organization should continue to receive Job Creation and Retention Trust, City funds, or other available funds, and how your program will continue to meet required goals. (**see Attachment B**) indicate any changes in the numbers you will serve, detail the improved strategies to encourage self-sufficiency among continuing clients, or identify your techniques to discourage recurring need for services. Please refer to the Scope of Work Sections that correspond to the type of services currently being provided.
2. Please refer to the Scope of Work Section (pages 18-21) to tailor application responses to the correct services to be provided. For renewed funding please emphasize program improvements.
3. Please provide a brief history of the agency; list its goals, objectives, and accomplishments in the past year.
4. Organizations applying to Program A and B are strongly encouraged to build in funding to provide stipends to participants to assist with the elimination of financial barriers that may hinder participants from attending programming.
5. Describe the target Somerville population. **Indicate the client eligibility criteria you will use (documented Low/Moderate Income or presumed LMI group required).**
6. Contrast your model with other local agencies or programs that serve this population. Describe how and with whom your agency will work (public and private agencies) to provide the proposed service.
7. List the objectives of the program serving low- and moderate-income clients. For each objective specify the number of clients to be served, type of services and schedule.
8. Describe how you will measure and report progress on the program objectives. Identify quantitative and qualitative measures. For example, how do you collect client data? How do you measure the impact of programs? Complete **Program Impact Form (page 10)**. For those applying for renewed funding use this form to give a progress report on the current fiscal year's objective to date. If objectives are not being achieved or are being changed, please explain.
9. If applying to Industry-Specific Training Program: Childcare Careers or to Contextualized English Language and High School Equivalency Test Preparation (HiSet) Education for Adults and English Language Learners, please include the following information. Indicate the service model you will use to meet the needs of the population to be served and describe the level of service you will provide. Describe the in-demand occupation(s) that your program(s) targets. Briefly describe the program(s) and why the model is effective. Provide a recruitment, enrollment, and orientation plan. Please describe how you will engage employers and what strategies you will implement to assist participants with job placement and retention. Describe how you will provide support with wrap around services through staff support and stipends. How will you assess need and accountability in stipend supports? Provide a description of participant outcomes and how success will be measured in meeting outcomes. Describe program partners and identify their role in collaboration. Employer and union partners are strongly encouraged.

For this specific RFP refer to Scope of Work Program A or Program B.

10. If applying to administer the Job Training Scholarship Fund, please include the following information. Provide a detailed recruitment plan that ensures this fund is accessible to Somerville residents served across job training and community-based organizations (i.e., no more than 40% of the Scholarship funds will be awarded to individuals referred by the Administering Organization). Please list at least three eligible training opportunities that a participating resident might enroll in (training provider must have a proven course completion rate of 75% of participants). How will you ensure that participants successfully reach program completion?

SECTION I. (Continued)

3. PROGRAM IMPACT FORM

Questions 8

Agency Name:

Program:

NEED STATEMENT	PROGRAM GOALS	NUMBERS ASSISTED	FY22 PROGRAM IMPACT	OUTCOMES ST (short term) LT (long term)
<i>Description of Need to be Addressed</i>	<i>Goals of program to address needs.</i>	<i>Document Number of Clients being served. Complete sections that are applicable to programming being offered.</i>	<i>Direct products of program activities</i>	<i>Benefits that result from the program</i>
Describe the history of the problem you're addressing and how your program solves this issue.	Please list your program's goals to address this issue.	Number of Clients enrolled Number of Clients completing courses or certifications	What progress did your agency/clients and/or programs make during the fiscal year? <i>Example: Your program worked with 15 participants. All of whom completed training and were placed in employment. 90% achieved 30-day retention in employment. Please make sure to include how this was accomplished.</i>	How does your program affect your clients long term career trajectory? <i>Example: Client completed tech training and received a wage gain of \$8 per hour. They have retained their job beyond 30 days and are planning their next career move.</i>

DESCRIBE METHODOLOGY FOR MEASURING OUTCOME:

(You need to measure at least one outcome, but list all that apply)

Indicator/Unit of Service* 1 (required):

Indicator/Unit of Service 2 (optional):

***Each indicator/unit of service represents how you record and collect data for program.**

SECTION II.

FINANCIAL PLANNING PROJECTIONS

1. Submit the program budget form below. Line items specific to your agency's project can be added to the form. In addition, attach your agencies budget separately. *(NOTE: Not required for Program C)*

PROGRAM BUDGET FORM:

_____ – September 30, 2023			
	<u>Grant Project Expenses</u>	<u>Program Funds</u>	<u>Matching Funds & Source</u>
Administrative			
Salary			
Fringe			
Other Program			
Administrative Expenses			
<i>Subtotal</i>			
Direct Services			
Staff Salary			
Fringe			
Participant Stipends			
Rent			
Utilities			
Other (specify)			
<i>Subtotal</i>			
Total			

Average cost per client:

- Specify matching funds for this project from other funding sources, indicate whether these funds are restricted to this project and state the dates of the matching funding cycle.
- Please describe, in narrative form, the specific use of funds requested.

*Note

1. Providers may request a nominal fee that is appropriate for the low-income population served. The fee for low-income participants is not considered Program income or applicable credit.
2. Fees to non-low-income participants would be considered Program income as an applicable credit.
3. Solicitation of donations must be a generic request and cannot be directed to specific

participants.

2. Summarize your agency's three (3) year funding strategy and identify clearly how you propose to minimize dependence on the Job Creation and Retention Trust, City funds, and other available funds generated from development impact funding by including the sources of funding that your agency has applied for and/or received from 2021 through 2022. If you have a long-range plan for your agency (more than 3 years), please note this and include a summary. (*NOTE: Not Required for Program C*)

SECTION III. AGENCY ORGANIZATIONAL INFORMATION (*1 copy*)

- Job descriptions or unit of service descriptions of all positions for which funding is requested, including salaries and qualifications
- Total agency operating budget
- Board of Directors & Affiliation: A list of names, addresses and affiliations for board members and a brief narrative of the Board's function
- Agency's Organizational Chart

SECTION IV. DOCUMENTS TO BE PROVIDED BY ALL PROPOSERS (*1 copy*)

- Authorization Vote of the Board: Vote of the Board of Directors authorizing submission of this proposal.
- Financial Policies and Procedures: Copy of Financial Policies and Procedures. Example can be provided upon request.

SECTION V. DOCUMENTS TO BE PROVIDED BY NEW PROPOSERS ONLY (*1 copy*)

- Articles of Organization and license where applicable.
- Agency's Affirmative Action Plan.

ATTACHMENT A

PROPOSERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your agency's proposal. Failure to do so may subject the proposer to disqualification.

- _____ Cover Page
- _____ Program Description
- _____ Program Impact Form
- _____ Financial Planning Projections: Program Budget Form (*Note: Form not required for Program C*)
- _____ Agency Operating Budget
- _____ Board of Directors & Affiliation
- _____ Agency's Organizational Chart
- _____ Jobs/ Unit of Service Descriptions
- _____ Authorization Vote of the Board
- _____ Financial Policies and Procedures
- _____ Audit
- _____ Articles of Organization and License(s) (*New Proposers only*)
- _____ Agency's Affirmative Action Plan (*New Proposers only*)
- _____ Acknowledgement of Addenda (*Applicable ONLY if an addendum is issued*)

ATTACHMENT B Somerville Talent Equity Playbook

OBJECTIVE, PRIORITY NEEDS, GOALS AND STRATEGIES RELEVANT TO JOB CREATION AND RETENTION TRUST

OBJECTIVE:

- Provide activities to enable low- and moderate-income residents with the opportunities and resources to improve and expand their standard of living and access to quality local jobs as the City's economy continues to grow

PRIORITY NEEDS:

0. Enhancing the Quality of the Urban Environment
1. Building Communities of Opportunity
2. Addressing the Workforce Needs of At-Risk Population

GOALS:

- i. Stabilize and Revitalize Diverse Neighborhoods
- ii. Create and Preserve Affordable Housing
- iii. Family Stabilization and Job Readiness
- iv. Reduce and End Homelessness

STRATEGIES:

Move individuals and families from poverty toward self-sufficiency and ending the cycle of poverty

- Build a coordinated system of education and training services that ensures Somerville youth and adults achieve their career goals, with a particular emphasis on meeting the needs of residents who are English Language Learners, with low educational attainment, and/or who are financially insecure.
 - o Develop infrastructure needed to support the coordination of education and workforce services in Somerville.
 - o Increase the scale and benefits of Somerville resident participation in jobs and their links to opportunities with anchor businesses, linkage employers and key sector programs.
- Position Somerville as a national leader in employee engagement practices.
 - o Help motivated businesses in Somerville improve their employee engagement practices.
 - o Brand Somerville as a leader in employee engagement practices.
- Build a full suite of experiential learning opportunities for Somerville youth and adults.
 - o Support and expand existing city-based efforts to ensure all youth and adults receive as many substantial experiential learning opportunities as possible.
 - o Increase the number of local businesses offering experiential learning opportunities.
- Develop resiliency responses to the future of work.
 - o Build citywide capacity to understand, simulate, and prepare responses to future employment and economic scenarios.
 - o Support city education and training partners integrate "skill resilience" into career preparation.

To review the playbook in its entirety please refer to:

<https://www.somervillema.gov/sites/default/files/somerville-talent-equity-playbook.pdf>

ATTACHMENT C – Sample Grant Agreement

 City of Somerville: Standard Contract Form (Grant Services Agreement)	
CONTRACT NAME: FILL IN CONTRACT TITLE	
This Grant Agreement, numbered _____, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through the Mayor's Office of Strategic Planning and Community Development ("OSPCD"), with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City" or "Grantor") and the Grantee defined as follows, ("Grantee" or "Vendor"):	
Grantee Name:	
Grantee Address:	
Grantee Contact Name, Email, & Tel./Fax #:	
Contract Amount:	\$@@@@@
Purchase Order #:	Purchase Order Amount:
Contract Term:	##### through #####
Term of Grant:	The term of this Grant Agreement shall commence on ##### and shall end on ##### ("Term"). The Grantee shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the Grantee.
Grant Recitals:	WHEREAS, the City has entered into an agreement (the "Grant Agreement") with ***INSERT FUNDING SOURCE*** (the "Funding Source") to fund a portion of the cost of the Project with ***INSERT FUND TYPE*** funds; WHEREAS, Chapter 30B:1(a) states "This chapter shall apply to every contract for the procurement of supplies, services or real property and for disposing of supplies or real property by a governmental body as defined herein"; and WHEREAS, Chapter 30B:2 defines "services" as follows: "Services", the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports. This term shall not include employment agreements, collective bargaining agreements, or grant agreements"; and WHEREAS, this Agreement meets the definition of "grant agreement" in Chapter 30B:2: namely, "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body."
Procurement Type:	Procurement Type:
Contracting Department:	Pick Dept. Project Manager:
Scope of Work (Goods / Services):	The Vendor shall provide the Goods and/or Services, as described within the attached Appendix A (Scope of Work) , made part hereof.
Grant Amount Compensation:	The City agrees to pay the Vendor a total not to exceed \$@@@@@ for Goods and/or Services rendered and accepted in accordance with the Contract Documents. Rates, units, charges, and frequencies are specified in the attached Appendix B made part hereof.
Funding Source:	(Select Funding Source) CFDA Numbers: (Select CFDA Number)
CDBG National Objectives:	(Select CDBG National Objective)
Vendor Certifications:	Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth within the attached hereto, made part hereof. Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties. TIN: <input type="text"/> DUNS Number: <input type="text"/> This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.
Applicable Wage Rates:	(Select Wage Rates) Is Grantee a WBE/MBE? (Select if WMBE or N/A)

Approved version 9-29-15

Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)	
<input checked="" type="checkbox"/> Certificate of Authority <input checked="" type="checkbox"/> Evidence of Insurance <input checked="" type="checkbox"/> Bid Package Documents <input checked="" type="checkbox"/> Certificate of Good Standing <input type="checkbox"/> Grant Trust Disclosure Form <input type="checkbox"/> General Conditions for Federally Funded Contracts	<input type="checkbox"/> Prevailing Wages <input type="checkbox"/> Federal Davis Bacon Wages <input checked="" type="checkbox"/> Somerville Living Wage Ordinance <input type="checkbox"/> Grant Progress Report <input type="checkbox"/> Section 3 Clause <input checked="" type="checkbox"/> Other Contract Requirements
IN WITNESS WHEREOF, the City and the Grantee have executed this Contract as a sealed instrument on this, the _____ of _____	
VENDOR	
	Date Signed:
<input checked="" type="checkbox"/>	Print Title:
Grantee Signature (Duly Authorized):	Print Name:
CITY	
City Auditor's Encumbrance Statement	
I hereby certify that the total contract amount is \$0.00 and that an unencumbered balance of \$0.00 is available for the current fiscal year of this contract. I further certify that a sum of \$0.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Edward Bean, City Auditor	Katjana Ballantyne, Mayor
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thomas Galligani, Interim Executive Director OSPCD	Approved as to form: David Shapiro, Interim City Solicitor

APPENDIX A

Scope of Work

This RFP contains multiple programs. Please indicate the specific program that you are applying to.

Program A

Industry-Specific Training Program: Childcare Careers

Activity Description:

The Job Creation and Retention Trust board seeks a provider or a partnership to provide industry-specific training and related services for low-income (80% household AMI or lower) Somerville adults (18 years old or older) to help them achieve skills, credentials, and gainful employment and careers in growing or high-demand industries in Somerville and the greater Boston region. This program should target adults who do not already have post-secondary education credentials.

Program(s) should target residents who are training-ready; additional JCRT funds will be made available for residents who need to improve adult academic and English skills prior to entering training through a separate RFP program.

Access to reliable, well-staffed, and affordable childcare programs is critical to the economic stability of both individual households and the City of Somerville as a whole. When families are able to enroll their children in quality childcare programs from infancy through school age, heads of households are able to build careers and maintain employment, and employers are able to expand their businesses, with the confidence that staff will be available to work.

However, as has been seen across the state and nation, Somerville is one of many cities facing a childcare crisis; there is a shortage of childcare staff and high turnover within the workforce caused in part by the intensity of the work, low rate of compensation, and lack of growth opportunities. Programs remain understaffed for significant stretches of the year and thus are unable to meet the childcare demand.

This crisis has only been exacerbated by the COVID-19 pandemic. In the press release accompanying then Mayor Joe Curtatone's December 2021 announcement to investment of \$7 million in municipal ARPA funds to pay for affordable childcare slots through mid-2025, he addressed this challenge. "Before COVID, barriers to accessing childcare were already holding back our families, and the pandemic has only deepened that divide, keeping even more parents and guardians out of the workplace and cutting off access to education and advancement."

Beyond supporting childcare affordability, improvements should be made to working conditions for the childcare workforce. These improvements, including offering higher wages, more supportive work environments, and access to career advancement opportunities, are essential for recruiting and retaining engaged staff. Providing career advancement opportunities for Somerville's diverse childcare workforce can create a pipeline of educators that are equipped with the language and cultural skills to support our diverse student population.

As a result, the Job Creation and Retention Trust (JCRT) seeks a provider or partnership to provide childcare industry-specific education and career advancement opportunities for low-income (80% household AMI or lower) Somerville adults (18 years old or older) to help them achieve certifications, credentials, and licenses that lead to gainful employment or career advancement in the childcare, daycare, out-of-school time and Pre-

K settings in Somerville and the greater Boston region. This program should target adults who do not already have postsecondary education credentials as well as adults who are in the pipeline to work in childcare and related fields.

Ideal training program(s) will include some or all of the following services, provided by one organization, or, more realistically, by a partnership of organizations and employer partners:

- Technical training in the childcare field (i.e., EEC, MA teacher licensure, etc.)
- Wrap-around social support services, (i.e., childcare, transportation assistance, access to affordable housing, provision of realistic training stipends/scholarships)
- Career navigation and job placement support
- Meaningful opportunities to directly connect to work, e.g., job shadowing, internships, career fairs, interaction with employers, hiring opportunities. Providers must also continue to support job retention for at least six months after job placement, or, for program participants already employed, six months after program completion
- Additionally, the JCRT encourages proposals that include realistic training stipends/scholarships to provide financial support to participants during training, reducing pressure on participants to earn income while engaging in training and, ideally, improving outcomes.

The total amount available under this RFP for **Program A** program will not exceed three hundred thousand dollars (\$300,000). The JCRT welcomes the inclusion of leveraged funds to support the program. The City of Somerville reserves the right to negotiate all contract amounts. The contract will be a minimum of one year and a maximum of three years.

Program B

Contextualized English Language and High School Equivalency Test Preparation (HiSet) Education for Adults and English Language Learners

Activity Description:

Many Somerville residents lack the foundational skills, such as English language proficiency, reading, writing, and math, and credentials, such as the HiSet, to enter and succeed in industry specific job training programs, post-secondary educational opportunities, and family-supporting jobs. Contextualizing and integrating real world industry and occupational information, vocabulary, and materials into adult English language and HiSet education curriculum can accelerate learning by combining occupational skills and adult education. Research also shows that adults learn best when they can connect information to an immediate application, such as work or a career.

The Job Creation and Retention Trust board seeks a provider(s) or a partnership to provide contextualized English language and/or HiSet prep education to prepare low-income (80% household AMI or lower) Somerville adult learners (18 years old or older) with lower levels of education (educational functioning levels of 12th grade or lower) for employment in a specific in-demand and/or high-growth industry(s) or occupation(s) and/or for further education and

training in that industry(s). The education program(s) must include the following services, provided by one organization, or, more realistically, by a partnership of organizations and employer partners:

- Contextualized English language and/or HiSet prep education, taught in the context of specific growing or in-demand industries in Somerville and greater Boston
- Wrap-around social support services, i.e., child care, transportation assistance, access to affordable housing assistance.
- Career navigation services, including assessment of education, interests, and other key inputs; career exploration and awareness; and assistance with action planning and implementation
- Work readiness and workplace skill building and support
- Meaningful opportunities to directly connect to work, e.g., job shadowing, internships, career fairs, interaction with employers, hiring opportunities, and/or subsequent education or training program(s)

The total amount available under this RFP for **Program B** will not exceed seven hundred and fifty thousand dollars (\$750,000) The “Maximum Contract Amount” for a single provider under this RFP is five hundred thousand dollars (\$500,000). The City of Somerville reserves the right to negotiate all contract amounts. The contract will be a minimum of one year and a maximum of three years. The budget and price will be negotiated for optional renewal years’ two and three.

Program C

Job Training Scholarship Grant Pilot Program Administration

The Job Creation and Retention Trust board of trustees has created a Job Training Scholarship Grant pilot program to provide financial assistance to Somerville residents with lower levels of income to participate in credentialed job training programs. Although there are financial resources for students participating in accredited postsecondary education programs, e.g., earning an associate or bachelor’s degree at a community or four-year college, there are very few financial resources available to individuals to participate in a shorter-term credentialed job training program, e.g., a 15-week Bank Service Representative training program.

Shorter-term job training programs in which participants earn an industry-recognized credential frequently are a valuable first-step milestone in a career pathway, particularly for individuals who must earn a living to support their families while they are engaging in learning and training. Additionally, job training in high-demand occupations can result in as lucrative, if not more lucrative, job opportunities than some postsecondary credential programs, i.e., office and skilled labor occupations.¹

¹ *Career and Technical Education: Five Ways that Pay*, Center on Education and the Workforce, Georgetown University, September 2012, <https://1gyhoq479ufd3yna29x7ubjn-wpengine.netdna-ssl.com/wp-content/uploads/2014/11/CTE.FiveWays.FullReport.pdf>

The goal of this Job Training Scholarship grant pilot program is to provide financial support for adult Somerville residents seeking to move from low-wage jobs to new career opportunities through short-term credentialed training programs. The City of Somerville seeks to contract with a third-party non-profit organization to manage these funds and process approved scholarship assistance to qualifying Somerville residents in a timely manner. The first year of this program will be a pilot in which we “test out” this unique concept. Scholarships will be provided on a first come first serve basis until the fund account is drawn down. Therefore, the Somerville Job Creation and Retention Trust board and staff will seek to learn from this pilot what works and what needs improvement. The contracting organization will be required to submit a workplan for each applicant that will provide a budget submitted by the applicant, and an intake form that addresses the need for funding as well as how the organization will work with the participant to ensure successful course completion. This pilot program contract will be for one year.

To ensure that this Job Training Scholarship Grant is accessible to Somerville residents served across job training and community-based organizations, no more than 40% of the Scholarship funds will be awarded to individuals referred by the Administering Organization.

Criteria:

- Student must be an adult resident of Somerville, MA (18 years or older)
- Student must be actively enrolled or accepted in a short-term credentialed training program. A short-term program is less than one year. The program must culminate in the student earning an industry-recognized credential.
- The maximum scholarship amount is \$5,000.
- Participants can apply for multiple rounds not exceeding the total \$5,000 scholarship per participant. This includes multiple years.

Eligible Costs:

The eligible costs for this Job Training Scholarship are similar to the “cost of attendance” components in federal student financial aid programs and include but are not limited to:

- Tuition and fees
- Books, supplies, training equipment
- Expenses that provide wrap around services to remove barriers that may prevent an individual from attending or successfully completing a training program.

Process:

The program manager or fund administrator must incorporate the information below into the application given to each student. The program administrator must forward the request to the City of Somerville for review and approval.

Following the eligible expenses costs criteria, a scholarship will be awarded from the third-party organization to the student.

The program manager and/or fund administrator will then request reimbursement from the City of Somerville.

The total amount available under Program C will not exceed fifty-six thousand and eighty dollars (\$56,080), fifty thousand dollars (\$50,000) of which will be reserved for participant scholarships, while a maximum of six thousand and eighty dollars (\$6,080) will be reserved for administrative costs.

Appendix B
Cost Details

Timetable for Advances of Grant Funds:

- ☐ **Service rate(s): Per Details Below**
- ☐ **Supply rate(s): Per Details Below**
- ☐ **Number of payments: Per Details Below**
- ☐ **Payment upon completion of deliverables: Per Details**
- ☐ **Fixed fee: Per Details Below**
- ☐ **Other: Per Details Below**

The Grantee shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Grantee during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: grantee name, grantee remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

CITY OF SOMERVILLE STANDARD CONTRACT GENERAL CONDITIONS

1. Definitions

“City” shall mean the City of Somerville, Massachusetts.

“Contract” and “Contract Documents” shall include the following documents, as applicable: City’s Standard Contract Form; these Standard Contract General Conditions; Supplemental Conditions (if applicable); City’s Invitation for Bids, Request for Proposals, Request for Quotation, or other solicitation; the Vendor’s response to the City’s solicitation document including certifications but excluding any language stricken by City as unacceptable. Appendices are made an integral part of this Contract. The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the City’s Standard Contract General Conditions and the Supplemental Conditions, the Supplemental Conditions shall prevail. In the event of any conflict or inconsistency between the provisions of the City’s Standard Contract Form or these Standard Contract General Conditions and any other Contract Documents or appendices, the provisions of the City’s Standard Contract Form and/or these Standard Contract General Conditions shall prevail. In the event of any conflict or inconsistency between the Contract Documents and any applicable state law, the applicable state law shall prevail.

“Certify” or “Certifies” shall mean that the Vendor certifies under pains and penalties of perjury to the statement referenced.

“Vendor” shall mean the individual, corporation, partnership, or other entity which is a party to this Contract.

2. Performance; Time

The Vendor shall perform in accordance with all provisions of this Contract in a manner satisfactory to the City. The Vendor’s performance shall be timely and meet or exceed industry standards for the performance required. It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

3. Acceptance of Goods or Services

Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by the City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Vendor and accept or reject same.

4. Compensation

The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount stated on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed payment schedule. The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due. The City shall review the invoice and determine the value of goods or services accepted by the City in accordance with the Contract Documents. Payments due to the Vendor will be made within sixty (60) days from receipt and approval of an invoice. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. The Vendor shall furnish such information relating to the goods or services or to documentation of labor or expenses as may be requested by the City. Acceptance by the Vendor of any payment or partial payment, without any written objection by the Vendor, shall in each instance operate as a release and discharge of the City from all claims, liabilities, or other obligations relating to the performance of this Contract. In case of an error in extension prices quoted herein, the unit price will govern (Applicable to Goods Only).

5. Release of City on Final Payment

Acceptance by the Vendor of payment from the City for final delivery of goods or rendering of services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Vendor notifies the City in writing within three (3) months after such payment.

6. Risk of Loss

The Vendor shall bear the risk of loss, for any cause, for any Vendor materials used for this Contract and for all goods, deliverables, and work in process, until possession, ownership, and full legal title to the goods and deliverables are transferred to and accepted by the City. The Vendor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Vendor for the rental of any appliance or equipment hired by Vendor and/or for any expense incurred on account of services to be performed or goods delivered under this Contract. The City shall not be liable for any personal injury or death of the Vendor, its officers, employees, or agents.

7. Indemnification

The Vendor shall indemnify, defend (with counsel acceptable to City, which acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, employees, agents, and representatives from and against all claims, suits, liabilities, losses, damages, costs, or expenses (including judgments, costs, interest, attorney's fees, and expert's fees) arising from or in connection with any act or omission relating in any way to the performance of this Contract by the Vendor, its agents, officers, employees, or subcontractors. The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

8. Default; Termination; Remedies

A. Events of Default

The following shall constitute events of default under this Contract: (1) The Vendor has made any material misrepresentation to the City; or (2) a judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or (3) the Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or (4) the Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or (5) the Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or (6) the Vendor is involved in a winding up or dissolution of its corporate structure; or (7) any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or (8) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination specifying the termination date. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default, subject to approval of the City. If the Vendor fails to cure the default, the City, in the alternative, may make any reasonable purchase or contract to acquire goods or services in substitution for those due from Vendor. The City may deduct the cost of any substitute contract or nonperformance together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Vendor. If the damages sustained by the City exceeds sums due or to become due, the Vendor shall pay the difference to the City upon demand. Upon immediate notification to the other party, neither the City nor the Vendor shall be deemed to be in default for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. The City retains all rights and remedies at law or in equity. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract. The parties agree that if City erroneously or unjustifiably terminates this Contract for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. Termination For Convenience.

Notwithstanding any language to the contrary within this Contract, the City, acting through its Chief Procurement Officer, may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination for convenience, the Vendor shall be entitled to be paid for goods delivered and accepted and services rendered and accepted prior to notice of termination at the prices stated in the Contract, subject to offset of sums due the Vendor against sums owed by the Vendor to the City. Any goods or services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any goods or services delivered after the effective date of termination. The Vendor shall be entitled to no other compensation of any type. In no case shall a Vendor be entitled to lost profits.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City: 1. Cease performance upon the stated termination date; 2. surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and 3. return all tools, equipment, finished or unfinished documents, data, studies, reports, correspondence, drawings, plans, models, or any other items whatsoever prepared by the Vendor pursuant to this Contract, which shall become property of the City, or belonging to or supplied by the City.

E. Release by the Grantee.

The acceptance by the Grantee of the last payment of services paid in the event of termination of this Agreement, shall serve to release the City from all claims and liability to the Grantee for everything done or furnished for or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except for those written claims submitted by the Grantee to the City with the last payment requisition; and except that such acceptance shall not release the City from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the City or its employees.

F. Rights and Remedies.

The City shall have the right to: a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; b) temporarily withhold payment pending correction by the Vendor of any deficiency; c) sue for specific performance or money damages or both, including reasonable attorneys' fees and costs incurred in enforcing any Vendor obligations hereunder; d) pursue remedies under any bond provided; and e) pursue such other local, state and federal actions and remedies as may be available to the City. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

9. Insurance

The Vendor shall comply with all insurance requirements set out in the Contract Documents. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendor certifies compliance with applicable state and federal employment laws or regulations including but not limited to G.L. c. 152 (Workers' Compensation), as applicable, and Vendor shall provide City with acceptable evidence of compliance with the insurance requirements of this chapter.

10. Governing Law; Forum

This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Contract shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

11. Complete Agreement

This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

12. Amendment

No amendment to this Contract shall be effective unless it is signed by the authorized representatives of all parties and complies with all requirements of the law. All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the City, as set forth in the below section, and the Vendor.

13. Conditions of Enforceability Against the City

This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.

This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by any City representatives are not binding. Vendors should verify funding and contract execution prior to beginning performance.

When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by Vendor which would cause total claims or payments under this Contract to exceed the amount so certified.

The City's Standard Contract Form and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements or forms relating to the performance of this Contract, including contract forms, purchase orders, or invoices of the Vendor.

The City shall have no legal obligation to compensate a Vendor for performance that is outside the scope of this Contract. The City shall make no payment prior to the execution of a Contract.

14. Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.

15. Independent Contractor

The Vendor is an independent contractor and is not an employee, agent or representative of the City. The City shall not be obligated under any contract, subcontract, or commitment made by the Vendor.

16. Assignment; Sub-Contract

The Vendor shall not assign, delegate, subcontract, or transfer this Contract or any interest herein, without the prior written consent of the City.

17. Discrimination

The Vendor agrees to comply with all applicable laws prohibiting discrimination in employment. The Vendor agrees that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

18. Waiver

All duties and obligations contained in this Contract can only be waived by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to said party.

19. Severability

In the event that any provision of this Contract shall be held to be illegal, unenforceable or void, such provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but otherwise remain in full force and effect and shall be enforced to the fullest extent permitted by law.

20. Notice

The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) facsimile; (iii) certified mail, return receipt requested; or (iv) overnight delivery service, to the Vendor at the contact information specified on the face of this Contract; to the City, addressed to Office of Strategic Planning and Community Development, 93 Highland Avenue, Somerville, MA 02143, or faxed to 617-625-0722 with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143. Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

21. Captions

The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

22. Non-Collusion

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

23. Tax and Contributions Compliance

The Vendor certifies, under pains and penalties of perjury, in accordance with MGL c. 62C, s. 49A, that the Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, is in good standing with respect to all returns due and taxes payable to the Commonwealth, reporting of employees and contractors, and withholding and remitting of child support and to contributions and payments in lieu of taxes. In the event that the City is notified by the IRS that the TIN provided by the vendor and the vendor name as recognized by the IRS do not match their records, the vendor is responsible for all penalties.

24. Municipal Taxes, Charges and Liens

The Vendor certifies that it has paid all accounts receivable owed to the City of Somerville, including but not limited to real estate, personal property or excise tax, parking fines, water/sewer charges, license/permit fees, fines and/or any other municipal lien charges due to the City of Somerville. Pursuant to MGL c. 60, s. 93, the Vendor agrees that the Collector/Treasurer of the City may withhold from amounts owing and payable to the Vendor under this Contract 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 fully paid, and the Collector/Treasurer may apply any amount owing and payable to the Vendor to satisfy any monies owed to the City.

25. Compliance with Applicable Laws

The Vendor shall comply with all applicable federal and state laws, and city ordinances and regulations, which in any manner affect performance of this Contract. The Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Vendor, its agents, employees or subcontractors.

26. Conflict of Interest

The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A (Conflict of Interest). The Vendor certifies that it has reviewed the Massachusetts Conflict of Interest Law, MGL c. 268A and at any time during the term of this Contract, the Vendor is required to affirmatively disclose in writing to the City the details of any potential conflicts of interest of which the Vendor has knowledge or learns of during the Contract term.

27. Licenses and Permits

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency, for any activity under this Contract. The Vendor shall submit copies of such licenses and/or permits to the City upon request. If a business, the Vendor certifies that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

28. Recordkeeping, Audit, and Inspection of Records All records, work papers, reports, questionnaires, work product, regardless of its medium, prepared or collected by the Vendor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City, and available to the public under the Public Records Law. In the event of termination or upon expiration of the Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, data, drawings, plans, and other tangible work product or materials pertaining to the services performed under this Contract, in both a physical format and electronic format. The electronic format shall be either Comma Separated Values (CSV) files along with the mapping information for each field, or Microsoft SQL (2005/2008) database with all associated Database Schemas, or such other electronic format(s) acceptable to the city. At no additional cost to the City, the Contractor shall store and preserve such records while in their possession in accordance with the requirements of the Massachusetts Public Records Law, the Commonwealth of Massachusetts record retention schedule and City of Somerville record retention schedule. The City shall have the right to at reasonable times and upon reasonable notice to examine and copy, at its reasonable expense, the books, records, and other compilations of data of the Vendor which relates to the provision of services under this Contract. Such access shall include on-site audits, review, and copying of said records.

29. Debarment or Suspension

The Vendor certifies that it has not been and currently is not debarred or suspended by any federal, state, or municipal governmental agency under G. L. c. 29, § 29F or other applicable law, nor will it contract with a debarred or suspended subcontractor on any public contract.

30. Warranties (Applicable to Goods Only)

The Vendor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The Vendor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior goods. The Vendor guarantees all goods for a period of no less than one (1) year, unless a greater period of time is specified in the Contract Documents.

31. Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of any party to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of the Grant or any modification thereof. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the party shall complete and submit

Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. The language of this certification be included in any subgrants or contracts and all subrecipients shall certify and disclose accordingly.

32. Nondiscrimination

The Grantee shall ensure that no person on the ground of race, color, national origin, sex or disability is excluded from participation in, or denied the benefits of, or subjected to discrimination in any program or activity. The Grantee shall comply with HUD regulations entitled "nondiscrimination Based on Handicap in Federally Assisted Programs and HUD activities" 24 C.F.R. 8 et seq.

33. Compliance with Funding Source Regulations

(a) If this grant is funded with Emergency Shelter Program funds, the Grantee comply with regulations enacted pursuant to the Stewart B. McKinney Homeless Act at 24 CFR 576 *et seq.*, including without limitation, the obligation to provide matching funds equal to or greater than the amount of the Emergency Shelter Grant. The Grantee has agreed to provide 100% matching funds for this grant, unless otherwise specified. (b) If this grant is funded with Community Development Block (CDBG) grant funds, the Grantee shall comply with CDBG regulations at 24 CFR 570 *et seq.* including without limitation 24 CFR 570.503. The Grantee shall remit all program income balances (Including investments of program income) to the City at the end of the federal fiscal year (March 31st of each year) and at the end of the term of this Agreement. There shall be no program income in the possession of the Grantee following the expiration of this Agreement. (See also Appendix B for provision on reversion of CDBG funds used to acquire real property.)

(c) If this grant is funded with HOME Investment Partnership Act (the HOME Act) (Title II of the Cranston-Gonzalez National Affordable Housing Act) of 1990 (Pub. L. 101-625) grant funds, the Grantee shall comply with regulations issued pursuant thereto including but not limited to 24 CFR Part 92, and such directives and instructions as may be issued from time to time in connection therewith by the Department of Housing and Urban Development, and with all other Federal, state, and local laws applicable to its activities. (d) If this grant is funded with Community Preservation Act (CPA) funds, the Grantee shall comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Grantee shall also identify that the program was funded through the City of Somerville's Community Preservation Act program in its written materials about the program, including press releases, brochures, etc. Upon completion of the Project, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof. If the City determines that funds have been spent on purposes not included in the Grantee's application for CPA funds or otherwise not authorized by the Affordable Housing Trust Fund (Trust) or under the CPA, the Grantee shall be liable to repay these funds to the Trust. In the event this Grant Agreement is terminated pursuant to the provisions of Section 8 hereof, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Grantee, the Grantee shall be liable to repay to the Trust the entire amount of funding provided under this Agreement, and the Trust, acting by and through the Mayor's Office of Strategic Planning and Community Development of the City of Somerville, shall take such steps as are necessary, including legal action, to recover said funds. In the event the Trust is required to take legal action under this Grant Agreement, the Grantee shall be liable for all of the City's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs. All returned funds shall be deposited into the Trust's CPA Fund account and shall be made available for future grants to other recipients.