

**CITY OF SOMERVILLE**  
**MASSACHUSETTS**  
**MAYOR'S OFFICE OF STRATEGIC PLANNING AND**  
**COMMUNITY DEVELOPMENT**



**2026-2027**  
**REQUEST FOR PROPOSAL**

**FabVille Lab Manager**

**BID NUMBER # WFD 27.1**

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**LEGAL NOTICE**

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

WFD-27.1

The City of Somerville, Mayor's Office of Strategic Planning and Community Development (OSPCD) invites sealed proposals for **FabVille Lab Manager**

Funds for the FabVille Lab Manager are provided by the Economic Development Division of the City of Somerville Mayor's Office of Strategic Planning and Community Development.

Bid Number WFD-27.1

Request for Proposal (RFP) package will be posted and available for download on the City of Somerville website beginning at **10:00AM, Wednesday June 17, 2026** at [www.somervillema.gov/wfd](http://www.somervillema.gov/wfd).  
Print copies available upon request to [WFD@somervillema.gov](mailto:WFD@somervillema.gov).

An electronic PDF file should be emailed to email [WFD@somervillema.gov](mailto:WFD@somervillema.gov) and proposal packages must be submitted no later than  
**12:00 PM, Friday July 17, 2026**  
for responses to WFD-27.1  
to the above email address.

**Please contact the City of Somerville's Workforce Development staff**, by email at [WFD@somervillema.gov](mailto:WFD@somervillema.gov), for information and proposal packages.

Thomas F. Galligani Jr.,  
Executive Director  
617- 625-6600, x 2500

Somerville Times (June 17, 2026)

**A. BACKGROUND INFORMATION**

The City of Somerville seeks a nonprofit organization to manage and program the City of Somerville’s public digital fabrication laboratory, FabVille, located in Somerville High School, during its community hours.

FabVille was created in the spring of 2016 as part of an effort in the Center for Career and Technical Education to rebuild and transform the Advanced Manufacturing program at Somerville High School. In April 2018, The City of Somerville began construction of the new Somerville High School. During this construction, FabVille operated in two satellite locations in the 2018-2019 and 2019-2020 school years and was fully remote in the 2020-2021 school year.

FabVille welcomed back community members in-person at the commencement of the 2021-2022 school year and has seen increases in visitor numbers in the years since. The City of Somerville looks forward to continuing to expand the reach and utilization of FabVille across the community for this contract covering the 2026-2027 school year. Additional goals for the year include regularly scheduled classes and piloting a “suggested donation” model for classes or membership to support additional revenue generation.

During school hours, the fab lab is utilized by high school students enrolled in the Advanced Manufacturing program. After school, FabVille is open for use by members of the public.

FabVille aims to complement the collection of professional, semi-professional, and artist-focused spaces already available in and around Somerville. With a focus on education, design, and entrepreneurship, FabVille is focused on engaging residents in the creative process of design and prototyping, using the fab lab’s tools and resources to support, rather than drive, that creative process. This means, unlike many such spaces, we are not focusing on simply providing tools for small-scale manufacturing but instead on making available a space where those with a design and entrepreneurial mindset and approach can meaningfully engaged computation and fabrication equipment.

To learn more please visit [Fabville.org](http://Fabville.org).

**TIMELINE**

RFP Issued	Wednesday, June 17, 2026 @ 10:00AM
Optional Live Info Session via Zoom	Tuesday, June 23, 2026 @ 10:00 AM
Deadline for Submitting Questions to RFP	Thursday, June 25, 2026 by 12:00PM
<b>Proposals Due</b>	<b>Friday, July 17, 2026 by 12:00 PM</b>
Anticipated Contract Award	July 2026
Services Commence	September 2026
Contract Completion Date	June 30, 2027

**B. SUBMISSION INSTRUCTIONS**

Please reference the **Scope of Work** for list of required proposal contents.

An electronic PDF proposal should be submitted to: [WFD@somervillema.gov](mailto:WFD@somervillema.gov). Timestamps from emails will be used to certify timely submission. Read receipts are suggested.

*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.*

Optional Live Question Session via Zoom: An optional live question session is scheduled for Tuesday, June 23, 2026 at 10:00AM virtually through Zoom. Register at <https://us02web.zoom.us/meeting/register/0bAcwgE6QxecN4QpBwytlw>. Project managers will be available to discuss the project's expectations, and prospective vendors will be able to ask questions regarding the project. Answers to questions raised during the live question session will be addressed in the form of addenda and will be made publicly available after the deadline for questions. All vendors interested in submitted a proposal are encouraged to attend.

Questions: To submit questions regarding this Request for Proposals, please contact Workforce Development staff at [WFD@somervillema.gov](mailto:WFD@somervillema.gov). The deadline for submitting questions regarding this RFP is Thursday, June 25, 2026 @ 12:00 PM. Answers to questions raised during the live question session will be addressed in the form of addenda and will be made publicly available after the deadline for questions.

## **C. ELIGIBILITY, EVALUATION, AND AWARD**

### 1. Minimum Eligibility Criteria:

The competitive selection process 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:

- Demonstrate proven ability in the use and instruction of digital arts/fabrication software and equipment including 3D printers, laser cutters, CNC routers, vinyl cutters, etc.
- Have experience in maintaining and troubleshooting any issues with digital fabrication equipment including 3D printers, laser cutters, CNC routers, vinyl cutters, etc.
- Have experience managing and maintaining a safe workspace conducive to learning
- Have all staff and instructors able to pass a Somerville Public Schools CORI check

Upon contractor selection, a schedule will be agreed upon between the contractor and the City of Somerville prior to the opening of FabVille in September. The City cannot pay for services up-front. The final schedule will remain unchanged for the course of the current semester unless otherwise agreed upon between the City and the contractor. Any changes to the schedule by either the City or the contractor must be proposed at least three weeks prior to the date in question. Emergency cancellations due to weather, illness or other unforeseen circumstances are exempt from the above rule although as much notice as possible must be given in writing.

2. Evaluation Process:

Grants are exempt from the Chapter 30B selection procedures. Proposals shall be reviewed by an Evaluation Committee composed of members of the Economic Development Division of OSPCD. The Evaluation Committee may also consult Somerville Public Schools staff while reviewing applications. Proposals that meet the Minimum Eligibility listed above, will be evaluated by the Committee using comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met. The comparative evaluation criteria are:

<b>Factor 1: Curriculum and Program Design</b>	
<b>Highly Advantageous</b>	The proposer’s plan demonstrates a robust and detailed program including Programming, Administration, and Maintenance and Materials Costs as outlined in the scope of work. Plan achieves goal of providing Somerville community with exposure opportunities to new and growing sectors of the economy.
<b>Advantageous</b>	The proposer’s plan demonstrates a moderately detailed program including Programming, Administration, and Maintenance and Materials Costs as outlined in the scope of work. Plan provides Somerville community with exposure opportunities to new and growing sectors of the economy.
<b>Not Advantageous</b>	The proposer’s plan demonstrates a limited program that fails to address one or more of the following: Programming, Administration, and Maintenance and Materials Costs. Plan provides Somerville community with limited exposure opportunities to new and growing sectors of the economy.
<b>Unacceptable</b>	The proposer’s plan fails to meet two or more of the following: Programming, Administration, and Maintenance and Materials Costs. The proposal does not achieve goal of providing Somerville community with exposure opportunities to new and growing sectors of the economy.

<b>Factor 2: Timeline and Schedule</b>	
<b>Highly Advantageous</b>	The proposer's timeline and schedule maximize the utilization of FabVille by the Somerville community during the 2026-2027 schoolyear with 17 or more hours of operation during a standard week.
<b>Advantageous</b>	The proposer's timeline and schedule mostly maximize the utilization of FabVille by the Somerville community during the 2026-2027 schoolyear with approximately 13-16 hours of operation during a standard week.
<b>Not Advantageous</b>	The proposer's timeline and schedule underutilize FabVille by the Somerville community during the 2026-2027 schoolyear with approximately 8-12 hours of operation during a standard week.
<b>Unacceptable</b>	The proposer's timeline and schedule underutilize FabVille by the Somerville community during the 2026-2027 schoolyear with approximately less than 8 hours of operation during a standard week.

<b>Factor 3: Key Personnel and Staffing Plan</b>	
<b>Highly Advantageous</b>	All personnel identified by the proposer meet the minimum eligibility criteria. Resumes are included in the proposal for all proposed personnel. All proposed personnel clearly show a high level of relevant experience to successfully perform the scope outlined herein. Staffing plan includes at least one staff capable of instructing a course in one of the following languages: Spanish, Portuguese, Haitian Creole, Nepali, Mandarin, or Cantonese.
<b>Advantageous</b>	The personnel team as a whole meet the minimum eligibility criteria. Resumes are included in the proposal for all proposed personnel. All proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
<b>Not Advantageous</b>	The personnel team as a whole meet the minimum eligibility criteria. Resumes are not included in the proposal for all proposed personnel. Not all proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
<b>Unacceptable</b>	The personnel team as a whole does NOT meet the minimum eligibility criteria. Resumes are not included in the proposal for all proposed personnel. Proposed personnel do not show an adequate level of relevant experience to successfully perform the scope outlined herein.

Factor 4: Past Performance and References	
<b>Highly Advantageous</b>	The proposal describes two or more existing or previous programs that relate to the programs described in the scope of work. The proposal describes the objectives, structure, and outcomes of the existing or previous programs and includes reference contact information.
<b>Advantageous</b>	The proposal describes one existing or previous program that relate to the programs described in the scope of work. The proposal describes the objectives, structure, and outcomes of the existing or previous program and includes reference contact information.
<b>Not Advantageous</b>	The proposal describes one existing or previous program that relate to the programs described in the scope of work. The proposal fails to describe the objectives, structure, and outcomes of the existing or previous program or fails to include reference contact information.
<b>Unacceptable</b>	The proposal fails to describe one existing or previous programs that relate to the programs described in the scope of work and does not include reference contact information.

3. Execution 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 available for one year.

4. Grant Agreement Reporting Requirements:

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

## SCOPE OF WORK

The selected contractor will manage a safe and welcoming space for the Somerville community after school hours in FabVille during the [2026-2027 Somerville Public Schools school year](#). FabVille may be open to the public 5-9PM Mondays through Fridays. It can additionally be open from 4-5PM on Wednesdays and Thursdays for student-only hours. Fridays must be used for classes and not open shop. All classes must be scheduled at least three weeks in advance. FabVille is not open on holidays, school breaks, or weekends. The selected organization is expected to be on-site during hours of operation and will report to the City of Somerville's Program Manager. The contractor will also work closely with the Somerville High School administration

The contract will run from approximately September 1, 2026, until June 30, 2027. Opening day of FabVille will be coordinated with City and School staff but will start no earlier than Monday, September 14, 2026. The contractor may coordinate access to FabVille ahead of reopening to the public with City and SHS staff for staff administration. The last day for classes to be held in FabVille during this programming year is approximately Thursday, June 3, 2027.

The deliverables from the contractor are:

- I. Programming*
- II. Administration*
- III. Maker Showcase*
- IV. Annual Report*
- V. Reimbursable Maintenance and Materials Costs*

These categories are explained in greater detail below.

### ***I. Programming***

The contractor must deliver a mixture of programming hours including open shop hours, group instruction, and community events throughout the year.

*Open Shop* is a time when Somerville community members can drop in and work on individual projects with supervision and support from the lab manager. It is recommended that members of the public notify and/or schedule time with the lab manager ahead of time if they need specific help on a project. The contractor will oversee safe operation of tools and, to the extent possible, ensure that all community members have equal access to tools.

*Group Instruction* includes regularly scheduled classes, courses, or workshops, either open to the public or tailored to a specific audience (i.e. aspiring entrepreneurs, small business owners, middle grade students, etc.). Instruction may be sub-contracted to partner organizations or firms as part of the proposal. Proposed courses and sessions must consider different experience levels, time commitments, and equipment and software skills. The goal is to provide a variety of learning opportunities for all skill levels and backgrounds as well as provide opportunities to advance and build upon prior experience. The contractor will instruct community members in the creative process of design and prototyping using tools and software available at FabVille including, but not limited to, 3D printers, laser cutters, CNC routers, vinyl cutters, Lightburn, VCarve, and Fusion360. The contractor may also instruct computer programming classes that incorporate programming languages such as C, C++, Python, Scratch, Ruby, Java, MATLAB, or Arduino. The contractor must coordinate with the school administration and provide at least 3 weeks' notice of classes. Upon contractor selection, a final list and schedule of classes will be agreed upon between the contractor and the City of Somerville. The contractor should aim to schedule at least one class per week and coordinate with the

City of Somerville regarding a registration/cancellation policy and implementation of a “suggested donation” model for classes or membership to support additional revenue generation. The contractor should also aim to schedule at least one class per semester instructed in a language other than English such as Spanish, Portuguese, Haitian Creole, Nepali, Mandarin, or Cantonese to increase access for other language communities present in Somerville. The budget to run classes should account for paying the instructor(s) and any specific materials or supplies needed for the class.

*Community Events* will regularly be hosted by the contractor to engage with the Somerville community. These events provide an opportunity to introduce new members to the space, network, partner with City staff and community organizations, showcase member projects, highlight career opportunities within the maker community, and demonstrate new and emerging technologies. Examples of community events are FabVille Family Nights, Maker Showcases, and Open Houses. Community events may also take place at offsite locations, such as the Somerville Public Library West Branch Makerspace. Upon contractor selection, a final list and schedule of community events will be agreed upon between the contractor and the City of Somerville.

## ***II. Administration***

The contractor is expected to manage all administrative responsibilities, including:

- Program design and development, including planning and preparations for classes and special events. This may include professional development for staff and lab assistant interns outside of programming hours. Staff may coordinate arrival at FabVille prior to public hours for these and other administrative tasks.
- Attending regular check-in meetings with City of Somerville staff and community organizations for relationship development and event planning purposes
- Tracking progress toward deliverables including preparing invoices (see ***Invoicing*** below). Invoice templates are available upon request.
- Maintenance of [FabVille.org](http://FabVille.org) website and “fabville\_” instagram account including the posting, marketing, promotion, and registration of all public classes and community events on the website and any other relevant platform, such as Eventbrite.
- Collaborate with City of Somerville staff to pilot a “suggested donation” model for classes or membership
- Management of [contact@fabville.org](mailto:contact@fabville.org) inbox
- Supervision of lab assistant interns and volunteers
- Contribution of content to e-newsletter sent by City of Somerville Staff
- Administration of surveys to track all member sign-ins, demographics, course evaluations, and member feedback
- Routine cleaning and organization of space, during and at the end of each shift, including prompt reporting of needed repairs, equipment, and consumables to City of Somerville staff
- Year-End cleaning, organization, and closing up of shop following last day of classes.
- Coordination of maintenance and ordering of materials in relation to *V. Reimbursement of Maintenance and Materials*, below.

## ***III. Maker Showcase***

In Spring of 2027, the contractor will host the 6<sup>th</sup> Annual FabVille Maker Showcase. This event will highlight the maker community within Somerville and beyond with opportunities for students, interns, community members, businesses, organizations and artists. The showcase will include presentations, tabling and demonstrations on FabVille machines for visitors. The budget for this event will include promotion and

supplies. Staff time for running the event should be accounted for in *I. Programming*, and staff time for planning the event should be accounted for in *II. Administration*.

#### ***IV. Annual Report***

The contractor will produce an annual report providing an overview of management, programming, accomplishments, and outcomes during the 2026-2027 year. The report must provide data of FabVille usage and user demographics via data visualization tools. The report should outline efforts toward, and any challenges in meeting deliverables I-V and should include evaluations, feedback, and recommendations from community and staff members.

#### ***V. Reimbursable Maintenance and Materials Costs***

To improve the efficiency and flexibility of acquiring frequently consumed operational supplies and materials (e.g. plywood, vinyl, plexiglass, filament, machine filters, special event supplies and custodial costs, etc.), the City will reimburse the vendor for up to \$5,000 of preapproved purchases. These funds can also cover reimbursement for machine maintenance or maintenance contracts. The contractor must list these expenses and provide receipts as backup attached to each quarterly invoice. The City cannot provide these funds in advance.

#### **Invoicing and Payment Method**

- Payments will be made on an agreed upon frequency based on the proposed price for, and successful delivery of core deliverables *Programming, Administration, Maker Showcase, Annual Report, and Reimbursables Maintenance and Materials Costs*.
- **Contract will not exceed \$75,000.00.\***

***\*This value is pending the approval of the City of Somerville FY27 Budget.***

## Required Proposal Contents

- 1) Cover Page (p.13)
- 2) Program Description
  - a. **Proposed Program Design:** describe your proposed program, instructional goals, and curriculum design. Please note how you will approach programming, administration, maker showcase, annual report, and reimbursable maintenance and materials costs as outlined in the scope of work above. Include descriptions of classes/courses, workshops, and community events you are planning on holding. Identify any specific groups or audiences you intend to instruct.
  - b. **Proposed Schedule and Timeline:** describe your proposed timeline for developing the programming and delivering the services described in the program design. Include a sample of a weekly schedule of programming. Approximately how many hours per week (or month) and/or how much budget do you plan to spend on each of the following: Programming, Administration, Maker Showcase, Annual Report, and Reimbursable Maintenance and Materials Costs?
  - c. **Key Personnel and Staffing Plan:** This should be inclusive of all organization staff you plan to have working on this project. If you are planning to hire additional staff or contract with partner organizations, please include those position descriptions. Please include staff resumes.
  - d. **Performance History with References:** Describe up to three existing or previous programs that relate to the programs described in the above scope of work. Briefly describe the objectives, structure, and outcomes. Include reference contact information.
- 3) Pricing Sheet (p.14)
- 4) Total Agency Operating Budget Current Year
- 5) Agency's Organizational Chart

*Additional materials will be requested upon awarding of contract as per City requirements.*

**COVER PAGE**

- Agency Name:
- Name of Project:
- Address:
- Contact Person (Name/Title):
- Telephone Number:
- Agency Type (Check One):  
Municipal   
Private Non-Profit
- Federal I.D. # \_\_\_\_\_ DUNS # \_\_\_\_\_
- Total Funding Requested in this proposal: \_\_\_\_\_

Email Address:  
Fax Number:

CEO, Executive Director or Board Director Approval:

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>


**PRICING SHEET**

**Please provide a Lump Sum Fee and a breakdown of the fee structure for the following and include any fees not listed.**

**Fee Schedule for 9/1/2026 to 6/30/2027**

<u>Core Deliverable</u>	<u>Quantity (in hours)</u>	<u>Hourly Rate</u>	<u>Price</u>
I. Programming	_____	\$ _____/hr	\$ _____
II. Administration	_____	\$ _____/hr	\$ _____
III. Maker Showcase	<u>N/A</u>	<u>N/A</u>	\$ _____
IV. Annual Report	<u>N/A</u>	<u>N/A</u>	\$ _____
<b>SUBTOTAL (not to exceed \$70,000)</b>			\$ _____
V. Reimbursable Maintenance and Materials Costs <b>(not to exceed \$5,000)</b> <i>Please indicate any specific purchases you intend to make with these funds</i>	_____	\$ _____/hr	\$ _____
<b>TOTAL FUNDING REQUESTED (not to exceed \$75,000)</b>			\$ _____

## ATTACHMENT C – Sample Grant Agreement

 <b>City of Somerville: Standard Contract Form (Grant Services Agreement)</b>	
<b>CONTRACT NAME: <span style="color: red;">FILL IN CONTRACT TITLE</span></b>	
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"):	
<b>Grantee Name:</b>	
<b>Grantee Address:</b>	
<b>Grantee Contact Name, Email, &amp; Tel./Fax #:</b>	
<b>Contract Amount:</b>	\$@@@@@
<b>Purchase Order #:</b>	<b>Purchase Order Amount:</b>
<b>Contract Term:</b>	##### through #####
<b>Term of Grant:</b>	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
<b>Grant Recitals:</b>	WHEREAS, the City has entered into an agreement (the "Grant Agreement") with <b>***INSERT FUNDING SOURCE***</b> (the "Funding Source") to fund a portion of the cost of the Project with <b>***INSERT FUND TYPE***</b> 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."
<b>Procurement Type:</b>	Procurement Type:
<b>Contracting Department:</b>	<b>Pick Dept.</b> <span style="margin-left: 100px;"><b>Project Manager:</b></span>
<b>Scope of Work (Goods / Services):</b>	The Vendor shall provide the Goods and/or Services, as described within the attached <b>Appendix A (Scope of Work)</b> , made part hereof.
<b>Grant Amount Compensation:</b>	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 <b>Appendix B</b> made part hereof.
<b>Funding Source:</b>	(Select Funding Source) <span style="float: right;"><b>CFDA Numbers:</b> (Select CFDA Number)</span>
<b>CDBG National Objectives:</b>	(Select CDBG National Objective)
<b>Vendor Certifications:</b>	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 style="width: 100px;" type="text"/> DUNS Number: <input style="width: 100px;" 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.
<b>Applicable Wage Rates:</b>	(Select Wage Rates) <span style="margin-left: 100px;"><b>Is Grantee a WBE/MBE?</b></span> (Select if WMBE or N/A)

Approved version 9-29-15



**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.