

CITY OF BOSTON

REQUEST FOR PROPOSALS:

City Academy Bridge Programming Consultant



City of Boston
Worker Empowerment

TRINH NGUYEN, CHIEF OF WORKER EMPOWERMENT
EV00015020

IMPORTANT DATES:

EVENT	DATE
RFP Issue Date	October 21, 2024 at 9:00 AM
Virtual Information Session and Q&A	October 30, 2024 at 10:30 AM EST Register at bit.ly/BidConCityAcademy
Proposal Due Date	November 26, 2024 at 5:00 PM

See the full RFP schedule in Section 2.1

CONTACT INFORMATION:

Tatiana Joyce | tatiana.joyce@boston.gov

All questions should be emailed with the **RFP number (EV00015020)** in the subject line. You can access this RFP and related documents on the City of Boston Supplier Portal, via boston.gov/procurement.

PROJECT SUMMARY:

Mayor Michelle Wu's City Academy is a training pipeline for Boston residents to access entry-level City positions that offer: good pay at or above Boston's Living Wage (\$18.20/hr as of 7/1/2024), health benefits, pensions, union membership, and opportunities for advancement. OWD has identified two training tracks to be offered to City of Boston residents at no cost to them:

Track I: Commercial Driver's License (CDL) & Hoisting Training will prepare residents for jobs that require a CDL and/or Hoisting license for potential placement in various City departments. It includes a job readiness boot camp and site visits to participating City agencies, as well as training, test preparation, and testing for a CDL and Hoisting License.

Track II: Emergency Medical Technician (EMT) Training prepares residents to be eligible for employment as Emergency Medical Technicians (EMTs) with Boston EMS. It includes a job readiness boot camp, job shadowing at Boston EMS, an EMT course with preparation for and taking of the National Registry of Emergency Medical Technicians exam, and an optional internship.

Both training tracks are designed in partnership with participating City agencies to fill in-demand positions with candidates who are qualified to meet the employing agencies' specifications with a goal of placing eligible candidates in these jobs. For more information about the City Academy, please visit our website at boston.gov/city-academy.

Objective:

The Office of Workforce Development (OWD) is seeking a service provider (hereafter referred to as 'The Consultant') to develop and deliver job readiness curriculum that will be provided to adult learners (18+) to create a pipeline of qualified students participating in training in two career tracks: 1) attainment of a

Commercial Driver's License (CDL) and Hoisting License, or 2) becoming qualified for a position as an Emergency Medical Technical (EMT). The training and supportive services should be designed to serve the workforce development needs of the community, integrating job readiness curricula with occupation-specific workforce preparation, employment-related competencies, and academic preparation and study skills to support placement in entry-level City of Boston jobs.

WHAT IS A REQUEST FOR PROPOSALS (RFP) AND HOW DOES IT WORK?

What: An RFP is a document that explains what services the City of Boston needs and is looking to purchase from vendors (you!).

Why: The RFP explains what a vendor needs to do to compete for this opportunity, how they will be evaluated, and how the contract will be managed.

How:

- Read through the RFP carefully and decide if you want to compete for the contract.
- Register as a vendor on the Supplier Portal (if you aren't already); you can access the Supplier Portal via boston.gov/procurement, and get assistance by emailing Vendor.Questions@boston.gov or joining their office hours
- Put together your technical proposal and price proposal and **be sure to keep them separate. Failure to do so will disqualify your proposal.**
- If you have questions, attend the information session on October 30, 2024 or email questions to tatiana.joyce@boston.gov by November 4, 2024 by 5:00 P.M..
- Submit your final technical and price proposals separately, as well as any other necessary forms. Do not include any price information in your technical proposal or presentation or the City will reject your entire proposal. Read the instructions carefully on how to submit each of these proposals. Be sure to leave plenty of time for submission.

RFP Structure:



Read sections I and II



Respond to sections III and IV



Follow the directions in section V

TABLE OF CONTENTS:

I.	INTRODUCTION AND PURCHASE DESCRIPTION	5
	1.1 BACKGROUND	6
	1.2 SCOPE OF SERVICES	6
	1.2.1 Requirements	6
	1.2.2 Stakeholder Coordination	8
	1.2.3 Final Deliverables	9
	1.2.4 Reporting	10
	1.3 PROPOSAL TIMELINE	11
	1.4 WHAT TO DO IF YOU HAVE QUESTIONS	12
	1.5 CONTRACT TERM AND OTHER INFORMATION	12
II.	HOW WE CHOOSE	12
	2.1 MINIMUM EVALUATION CRITERIA	13
	2.2 COMPARATIVE EVALUATION CRITERIA	14
III.	YOUR TECHNICAL PROPOSAL	19
	3.1 COVER PAGE	20
	3.2 RESPONSE TO SCOPE OF SERVICES	21
	3.2.1 Requirements	Error! Bookmark not defined.
	3.3 RESUMES	25
	3.4 REFERENCES	25
	3.5 INSURANCE DOCUMENTATION	26
IV.	YOUR PRICE PROPOSAL	28
	4.1 PRICE PROPOSAL (REQUIRED)	29
	4.2 SUPPLEMENTAL INFORMATION (OPTIONAL)	29

V. SUBMISSION INSTRUCTIONS	30
5.1 CHECKLIST FOR SUBMITTING PROPOSAL	31
5.2 SUBMITTING PROPOSAL VIA BOSTON'S SUPPLIER PORTAL	32
5.3 SUBMITTING VIA MAIL / PHYSICAL DELIVERY	33
VI. APPENDICES	35
APPENDIX 1: RFP TERMS AND CONDITIONS	35
APPENDIX 2: CONTRACT TERMS AND CONDITIONS	37
APPENDIX 3: INSURANCE REQUIREMENTS	38
APPENDIX 4: ADDITIONAL APPENDICES RELEVANT TO RFP	40

I. INTRODUCTION AND PURCHASE DESCRIPTION



Read sections I and II

IMPORTANT INFORMATION:

- **By submitting a proposal, each proposer accepts the RFP specifications, Boston's RFP terms, and Boston's standard contract terms and conditions (found in the Appendix below).**
- **Once awarded, the contract will be governed by the terms and conditions listed in forms [CM-10 and CM-11, which shall be incorporated by reference into this RFP](#). Please see **Appendix 2** for a full list of the forms that the selected vendor will be required to sign and submit during the contracting process if awarded this contract. Please **review** these before submitting your proposal. Failure to agree to the City of Boston's standard contract terms and conditions will result in your Proposal being deemed non-responsive to the solicitation and therefore rejected.**

1.1 BACKGROUND

The Office of Workforce Development seeks a Consultant to develop and deliver job readiness bridge curricula specific to training for careers that require a CDL driver's license or EMT, coupled with provision of supports for students as they prepare to enter employment in these occupations. A complete curricula with a delivery plan and schedule is required, along with relevant classroom materials and training guides. Individuals, community-based organizations or consulting firms may apply for this opportunity.

The Consultant will work with OWD, Boston EMS, and other participating City of Boston agencies as needed to align the curriculum, classroom delivery, and support offered to meet the needs of community members participating in the program and hiring partners.

1.2 SCOPE OF SERVICES

1.2.1 Requirements

1. Recruitment - The Consultant will assist with identifying candidates for programming inclusive of both interviewing and screening.
 - a. The consultant will perform pre-testing of participants to assess appropriate reading comprehension level for program eligibility (8th grade level for CDL track, 10th grade level for EMT track) using industry-standard tests such as TABE, CASAS, or MAPT. The consultant will need to specify in their proposal which tool(s) they will be using. OWD anticipates testing approximately 200 candidates.
2. Assessment - the Consultant must propose which assessment is best aligned to the curriculum.
3. Onboarding - the Consultant will communicate with program applicants who are accepted to make sure they are prepared for the program start.

4. Design - the Consultant will create a bridge/preparatory curriculum that aligns with the needs of the training program.
 - a. The Consultant will develop curricula by researching the content and learning needs of the bridge program that includes but are not limited to soft skills, career exploration, teamwork, basic conflict resolution skills, and study skills in the context of state licensing exams associated with obtaining a CDL and hoisting license, inclusive of several endorsements (i.e. tanker endorsements) that require significant memorization and developing healthcare competencies for EMT. While we anticipate the curricula content will be similar for the two tracks, the Consultant will be required to develop individualized curriculum for each track, keeping in mind the skills and competencies required for each track.

5. Delivering Curriculum - The consultant will facilitate the classroom instruction, estimated to be approximately 90 total hours of instruction (60 hours CDL/hoisting and 30 hours for EMT students). Trainer(s) should be prepared and ready to deliver instruction by the beginning of January 2025. The exact hours of programming are to be determined, based on the scheduling availability of participants, and the Consultant will be required to be flexible with scheduling. Bidders should provide a recommendation of how this delivery and instruction will take place.

Curricula will take into consideration the various ways that adult learners can succeed. Curricula development must be a collaborative process with OWD to ensure it fulfills the needs of the City agencies offering job placement opportunities. Materials for students to utilize in whatever training approach is envisioned by the Consultant should also be provided.

OWD seeks 5 cohorts worth of students served.

6. Credentialing and Training Support - The Consultant will ensure that students are prepared to take the respective licensing tests and enroll in

ongoing training (i.e. the CDL permit test and enroll in behind-the-wheel training; and acceptance into the Boston EMS training academy and passing the NREMT).

7. Case management, Academic Support, and Job Placement Assistance - The Consultant will work with students to support their persistence from program completion through to job placement.
 - a. The expected number of students for each track is 12 for CDL and 15 for EMT for a total of 27. The services will include support preparing for exams for state/national licensure/certification, program and job retention support (and referrals to appropriate community services), and support connecting to and securing relevant employment with the City of Boston. The Consultant will provide a model for flexible delivery of case management/academic supports that will work around participants' schedules.

Time frame: Please note that the above referenced requirements are for January 2025 to to December 2025, the first year of the contract. Requirements are expected to be mirrored each year. Overall, the target implementation dates are January 2025 to December 2027 (subject to change) for a 3 year contract period in total.

1.2.2 Stakeholder Coordination

The Consultant will work with OWD, Boston EMS, and other participating City of Boston agencies as needed to align the curriculum, classroom delivery, and support offered to meet the needs of community members participating in the program and hiring partners.

1.2.3 Final Deliverables

For CDL trainees: Expected curriculum will be approximately 60 hours of class time, to include 4 hours a day, 5 days a week, for 3 weeks - or another format in the

alternative if the bidder believes a different format will deliver this program more effectively.

In the CDL program, the instructor collaborates with partners to prepare students for the CDL Class B permit essential for the hands-on portion of the program. They update and create instructional materials focusing on permit study skills, CDL profession knowledge, and content knowledge for the State CDL assessment. The instructor also prepares students for other written tests including hoisting license, and endorsements such as tanker and/or 4E Catch Basin to make them eligible for a wide range of career options. The instructor tracks attendance, timeliness, initiative, and accountability to address potential barriers to course completion. Additionally, the Consultant will facilitate TABE testing sessions for Bridge preparation, scoring assessments, conducting interviews, and engaging employer partners to broaden range of job opportunities that require CDL licenses.

For EMT trainees: The expected curriculum will be approximately 30 hours of class time, including 3 hours a day, 3 days a week, for 3 weeks at City of Boston's EMS headquarters - or another format in the alternative if the applicant believes a different format will deliver this program more effectively.

The EMT reporting is conducted weekly through both in-person sessions and written reports. The instructor monitors student attendance and identifies potential academic and personal challenges. They grade quizzes, provide feedback on student participation, and duplicate handouts and materials as required. The instructor collaborates with Boston EMS to determine students who may need to defer to another cohort due to various factors such as commitment, challenges, language barriers, drug testing, or CORI considerations. Furthermore, the instructor communicates and supports students currently in the EMT course, those pursuing State licensure, individuals preparing for the BEMS Recruit Academy, and those seeking employment opportunities outside of BEMS. They meticulously track and document student progress by attending around 80 EMT classes annually to engage with students and EMT training staff. This tracking begins with the interview process and the Bridge.

- Time frame: Please note that the above-referenced deliverables are for January 2025 to December 2025, the first year of the contract. Requirements are expected to be mirrored each year.

1.2.4 Reporting

A quarterly report will be requested from the Consultant to share enrollment, program completion, and placement data. Additionally, the Consultant is expected to be a responsive partner and open to monthly discussions to informally keep OWD up to date on progress.

RFP PROCESS

1.3 PROPOSAL TIMELINE

The table below shows the preliminary RFP schedule. Dates are subject to change. For the most updated information, please visit the Supplier Portal via boston.gov/procurement.

EVENT	DATE
RFP Released	October 21, 2024 at 9:00 AM
Pre-Proposal Q&A	October 30, 2024 at 10:30 AM Register at bit.ly/BidConCityAcademy
Questions Due to the City Via email to tatiana.joyce@boston.gov	November 4, 2024 by 5:00 P.M.
Consolidated Q&A Posted by the City ¹	November 12, 2024 by 5:00 P.M.
Deadline for Proposals See Submission Instructions for details	November 26, 2024 at 5:00 PM
Contractor Selected	December 31, 2024

All times are in Eastern Time

¹The consolidated Q&A posting will include answers to all RFP questions posed to the City at the Q&A Conference Call and by the email by the due date above. The City will update the Q&A if it chooses to answer any additional questions after that time.

1.4 WHAT TO DO IF YOU HAVE QUESTIONS

Vendors can ask questions live during the **Pre-Proposal Q&A Conference Call** (information in the table above).

Outside of the Q&A Conference Call and before the proposal deadline, all communications must be **emailed to tatiana.joyce@boston.gov** with the **RFP number (EV00015020)** in the subject line.^{2,3}

1.5 CONTRACT TERM AND OTHER INFORMATION

The term of the contract will be for 1 year with two one-year options to renew at the City's sole discretion. The target implementation dates are January 2025 to December 2025 (subject to change). This is a fee-based reimbursement contract opportunity.

II. HOW WE CHOOSE



This section explains how we will evaluate candidates. It provides clear descriptions for what we consider a highly advantageous proposal.

We will evaluate your proposal based on two sets of criteria: **minimum evaluation criteria** and **comparative evaluation criteria**.

² No other City employee, consultant, or contractor is empowered to speak for the City with respect to this RFP. Any oral communication is considered unofficial and non-binding to the City.

³ **After the proposal deadline, Vendors should not contact the RFP Coordinator or any other City official or employee about this RFP**, except to respond to a request by the RFP Coordinator. Vendors may continue to contact City officials and employees about issues **unrelated** to this RFP.

2.1 MINIMUM EVALUATION CRITERIA

First, we will review all proposals to see if they meet the minimum (or “quality”) evaluation criteria listed below. These are “yes-or-no” standards that will apply to every proposal.

These criteria reflect the standards that the City considers **essential** for this contract, as well as statutory thresholds for responsive and responsible proposers.

Any vendor that does not meet these minimum criteria is “not responsive” and will be eliminated from further consideration.

The minimum evaluation criteria include:

1. Did the vendor submit the proposal by the **deadline, appropriately, and truthfully**?
2. Did the vendor submit **separate technical and price proposals** (with no price information in the technical proposal)? *Note: Any technical proposal or interview/demonstration that includes price information will be disqualified from consideration. (See below for further information and instructions about separately submitting your technical and price proposals).*
3. Did the vendor submit and complete all the necessary **forms and documentation requested in this RFP**?

2.2 COMPARATIVE EVALUATION CRITERIA

Proposals that have met all minimum evaluation criteria will move to the next stage of evaluation. In this stage, we will evaluate proposals according to the comparative evaluation criteria described below.

CRITERIA 1: PROPOSAL CLARITY

- *Highly Advantageous:* The proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides multiple relevant examples of past successes implementing similar solutions.
- *Advantageous:* The proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.
- *Not Advantageous:* The proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor's ability to successfully meet the City's goals.

CRITERIA 2: VENDOR QUALIFICATIONS & EXPERIENCE

Highly Advantageous:

- Demonstrates significant and strong experience in curriculum development for diverse, adult students including those with English as their second language.
- Clearly describes how staff have they been successful in preparing their students for the workforce and in what industries.
- Provides available data on success as demonstrated by rates of: program attendance, program completion, passing of employer/industry recognized credentials, job placement, job retention, etc.)
- Demonstrates a track record of success in managing complex projects of similar size and scope, meeting deadlines and budget.
- Demonstrates extensive experience (5+ years) in working with public sector stakeholders.

- References from similar projects consistently rate service and results as “excellent.”

Advantageous:

- Demonstrates technical experience in providing bridge programming.
- Demonstrates a track record of successes in completing projects within their allotted timeframe and budget.
- Demonstrates general experience (2-4 years) working with key public sector stakeholders.
- At least one references from similar projects rate service and results as “excellent.”
- The proposal includes examples of past work that are somewhat relevant to this project.

Not Advantageous:

- Demonstrates limited experience in providing supportive service case management (bridge programming supports). Demonstrates a limited track record of success in completing projects within their allotted timeframe and budget.
- Demonstrates limited experience (less than 2 years) working with public sector stakeholders.
- No references from similar projects rate the services, results, and collaborative process as “excellent”
- Examples of past work are not relevant to this project and do not demonstrate sufficient experience.

CRITERIA 3: RESPONSE TO SCOPE OF SERVICES

- *Highly Advantageous:* The proposal includes comprehensive responses to each requirement requested in the Scope of Services (Recruitment, Assessment, Onboarding, Design, Delivering Curriculum, Credentialing and Training Support, Case management, Academic support, and Job Placement Assistance,

along with a detailed staffing/schedule/project plan. A thoughtful and feasible approach to collaboration among key stakeholders is included. The proposal is tailored to the specific goals and context of the City of Boston.

- *Advantageous*: The proposal addresses the application requirements on a surface level. The staffing/schedule/project plan is included but detailed in broad strokes. The proposal exists within a general workforce development context.
- *Not Advantageous*: Some required elements are missing. The proposal lacks detail. The schedule falls out of the necessary timeline. No stakeholder communication plan is included.

CRITERIA 4: Final Deliverables and Reporting

- *Highly Advantageous*: A clear and advantageous schedule for both CDL and EMT curriculum is delivered that takes into account the needs of students. For CDL, Class B permit test prep plans are provided. The instructor also prepares students for other written tests including hoisting license. The instructor tracks attendance, timeliness, initiative, and accountability to address potential barriers to course completion. Additionally, the Consultant will facilitate TABE testing sessions for Bridge preparation, scoring assessments, conducting interviews, and engaging employer partners to broaden the range of job opportunities that require CDL licenses. Furthermore, the instructor communicates and supports students currently in the EMT course, those pursuing State licensure, individuals preparing for the BEMS Recruit Academy, and those seeking employment opportunities outside of BEMS. The consultant explains strategies to support students through challenges like language barriers, drug testing, or CORI considerations. Meticulous tracking and documenting of students progress is outlined and translates to reporting requests to OWD.

- *Advantageous*: History of providing CDL and EMT curriculum support is provided or evidence of appropriate partnerships is documented to ensure that both EMT and CDL career pathway planning are equally present. Appropriate knowledge of the target population for classes is shared. The applicant provides proof of ability to meet reporting requests.
- *Not Advantageous*: Applicant is unable to demonstrate that they have appropriate knowledge of supporting students through the successful completion of their CDL or EMT training to persist towards employment. There is not strong evidence that would indicate that the applicant could execute reporting requirements.

2.4 RULE FOR AWARD AND CONTRACT

The City will select the responsible and responsive proposer (who has met all submission requirements and minimum evaluation criteria) who has submitted the most advantageous proposal, based on both the proposed price and the comparative evaluation criteria, specifically the consultant's experience, staff capacity, references, and plan for providing the services.

Please Note: An award letter or award notification is not a communication of final acceptance of a Vendor's proposal. No final award has been made until the following three steps have occurred:

1. Final **execution of a Contract by the Vendor and the City of Boston** (by its Awarding Authority/Official and the City Auditor);
2. The approval of the final Contract by the Mayor of Boston; and
3. Contractor receipt of a City issued Purchase Order.

The forms in Appendix 1 of this RFP are incorporated into the Contract by reference.

*****The City reserves the right to cancel this RFP at any time until proposals are opened, and further reserves its right to reject all proposals after they are opened if the City determines doing so is in its best interest.**

III. YOUR TECHNICAL PROPOSAL



Your application will be submitted in two parts. The first part (this section) is the **Technical (Non-Price) Proposal**. The Technical Proposal will be evaluated to determine whether it meets all of the submission and quality requirements specified in the RFP.

Do NOT mention pricing in this section. If you include pricing information in your technical proposal your proposal will be rejected in its entirety.

Why can't you include price in the technical proposal? The law requires that we look at the technical and pricing proposals separately. This allows us to first determine who would be the best at implementing the project, without considering price. Next, we consider price proposals. Once both technical and price proposals are evaluated, we choose the most advantageous proposal that provides the best value overall.

Your technical proposal should consist of the following sections (each detailed in the following pages). Your **technical proposal** should be submitted as one document that addresses all components listed below.

An editable version of the template below is included in the “package” on this RFP’s Supplier Portal page. You should complete the editable template and submit it as your technical proposal.

- (3.1) Cover Page
- (3.2) Response to Scope of Services
 - Detailed Implementation Plan (including an approximate timeline)
- (3.3) Resumes
- (3.4) References

- (3.5) Standard Contract Forms
- (3.6) Insurance Documentation

3.1 COVER PAGE

Please include a cover page as the first page of your technical proposal.

COVER PAGE		
RFP Title		
Primary Organization Name		
Contact Information	Name	
	Title	
	Address	
	Email	
	Phone	
A brief introduction highlighting why you would be a good partner for the City on this project (4-5 sentences).		

3.2 RESPONSE TO SCOPE OF SERVICES

This section is where you tell us how your solution meets or exceeds our needs by answering the questions/prompts below. Feel free to use anything (e.g. graphics, links to your work, etc.) that helps you make your case. Suggested response lengths are for guidance only. Feel free to answer with more or less detail as needed to best answer the question.

Q1: Experience and qualifications: In 3 pages or less, explain what specific qualifications you have that demonstrate your capacity to deliver this complete program.

An ideal answer will include the following information, focusing on why these qualities of your organization make it best suited to manage this RFP:

- What experience do you have in curriculum development for diverse, adult students including those with English as their second language?
- What curricula have your trainers delivered?
- What experience do they bring and how have they been successful in preparing their students for the workforce and in what industries?

Please provide available data on success as demonstrated by rates of program attendance, program completion, passing of employer/industry-recognized credentials, job placement, job retention, etc.)

Response:

Q2: Service delivery plan and timeline of activities

In 5 pages or less, describe how you would implement the defined scope of work and the approach you intend to use to develop curricula, instruction, and support services tailored to the City Academy program and to enable success in EMT and CDL/Hoisting training and occupations. Include a work plan, with approximate hours to be spent on each activity.

An ideal answer will include the following information, focusing on why these qualities of your organization make it best-suited to manage this RFP:

- The specific approach, methods, and tools you would use to develop appropriate curricula for adult low and moderate income learners.
- The resources you would utilize and partners you would include.
- How you will work with OWD to integrate applicable workplace skills into the curricula.
- The model for delivery of academic support, and job placement services to meet the needs of program participants.
- How you will tailor case management to provide individualized support to clients facing barriers to employment.
- The methods you would use to provide individualized academic support to students struggling with training material.
- The challenges you anticipate in conducting scope of services.
- Describe how you would demonstrate the effectiveness of the curriculum to meet the expectations of the students, OWD, and partnering City of Boston agencies.

Response:

Q4: Please detail your strategies to deliver on each of these required program elements.

1. Recruitment
2. Assessment
3. Onboarding
4. Design

5. Delivering Curriculum
6. Credentialing and Training Support
7. Case management, Academic support, and Job Placement Assistance

Response:

Q4: Have you had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a contract?⁴

- Yes
- No

Q5: If you answered “Yes” to the previous question, what is your position on the matter(s)?

Response:

Q6. Is your organization a small, local, minority-owned, women-owned, and/or veteran-owned business?⁵ (Yes or No)

⁴ **Please note:** If you have had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a contract, this fact must be disclosed along with your position on the matter(s). If you have experienced no such terminations for default in the past five (5) years and have not been involved in contract litigation, then you must indicate as such. The City reserves the right to request a copy of your firm’s audited financial statements, including a detailed balance sheet and profit and loss statement for three years, or Dun & Bradstreet reports or similar financial reports, in order to evaluate the financial strength of your company.

⁵ These details are used to help us improve our outreach to all potential partners, and are for informational purposes only; this RFP is open to any vendor who would like to respond.

Small	
Local	
Minority-Owned	
Women-Owned	
Veteran Owned	

Q7: Is your organization certified as a small, local, minority-owned, women-owned, and/or veteran-owned business with the City of Boston? If you are unsure, you can check [here](#)

- Yes
- No

If you are not certified but would like to be, you can find directions for how to apply [here](#)

Becoming a certified small, local, minority-owned, women-owned, and/or veteran-owned business with the City of Boston provides you with many opportunities:

- *Exclusive access to Sheltered Market Program contracts (listed toward the bottom of [this page](#))*
- *Targeted outreach for released procurements*
- *Support building your business and navigating the procurement process*
- *Access to the new Inclusive Written Quote Contract procurements, which provide a simpler way for businesses to get into government contracting.*

Q8. Are any of your proposed subcontractors a small, local, minority-owned, women-owned, and/or veteran-owned business?⁶

⁶ Same as above.

- Yes
- No

3.3 RESUMES

Please attach resumes for the curricula developers, instructors, case managers, etc. who will be engaged in this work (resumes will not be counted towards your narrative page limit).

3.4 REFERENCES

REFERENCES		
REFERENCE EXAMPLE	Organization	Smith Events
	Project Manager (or equivalent)	Jennifer Smith
	Phone number	845-111-2222
	Email (if available)	jsmith@smithevents.com
	Project Description	Planned and implemented a family-friendly concert on the steps of City Hall. Worked with diverse community organizations to select performers and vendors. Hosted 150 residents.
	Project Start and End Dates	March 2020 - May 2020
REFERENCE 1	Organization	
	Project Manager (or equivalent)	
	Phone number	
	Email (if available)	

	Project Description	
	Project Start and End Dates	
REFERENCE 2	Organization	
	Project Manager (or equivalent)	
	Phone number	
	Email (if available)	
	Project Description	
	Project Start and End Dates	

3.5 INSURANCE DOCUMENTATION



Attach documentation of your insurance coverage. The City’s recommended levels of insurance are listed in **Appendix 3**.

If you have a different level of coverage, you must explain below why that is sufficient to manage the risk of this project.

Response:

IV. YOUR PRICE PROPOSAL



The **Pricing Proposal** is where you will share your estimated project budget with us and where you will explain your costs/budget.

IMPORTANT: The Price Proposal (and all pricing information) MUST be submitted separately from the remainder of the proposal. No price information may be included in the Technical Proposal **If you do not separate all pricing information from your Technical Proposal, your entire proposal will be rejected.**

The pricing proposal (which lists all costs associated with your proposed deliverable) is required in addition to the technical proposal. There are two steps:

1. **Please complete the price proposal template** provided below.
2. **Please enter the total price for the entire contract length in the price line if submitted electronically through the Supplier Portal.** More detailed instructions are available in the following section, Section VI, *Submission Instructions*. Instructions can also be found on the [Procurement Information Page](#).

Please note:

- The **total price** will be used to compare price proposals.
- In the price proposal, the City asks that you provide detailed pricing for all deliverables in the scope of services.
- **No additional charges** will be allowed unless they are included in your Price Proposal.
- The vendor will bear the onus of any **errors** made in pricing the services (e.g., omitting a component of the services).

4.1 PRICE PROPOSAL (REQUIRED)

OWD will be awarding a year long contract with two opportunities for renewal. OWD requests that applicants submit a single price that will apply to each year of the contract term. In this instance, please submit a price proposal that reflects year 1 of the projected services.

DELIVERABLES	FIXED PRICE
1. Personnel/Staff	
2. Fringe Benefits	
3. Supplies	
4. Other	
4 a. Indirect	
TOTAL FIXED PRICE	

4.2 SUPPLEMENTAL INFORMATION (OPTIONAL)

You have the option (but are not required) to attach additional information describing any costs that don't fit into the above template, to describe the reasoning behind your pricing, or to state any assumptions you made while filling out the template.

V. SUBMISSION INSTRUCTIONS



This section shows you how to submit your application.

- To be considered for funding, each applicant must submit a **complete proposal prior to November 26, 2024 at 5:00 PM.**
 - See the checklist below (section 5.1) for the requirements for a complete application.
- Modifications are not permitted to any proposal once they are submitted.
- Complete applications can be submitted in two ways:
 - Through the [City of Boston Supplier Portal](#) (see section 5.2)
 - By mail or physical delivery (see section 5.3)
- Applicants often run into technical issues with the [City of Boston Supplier Portal](#). We STRONGLY recommend submitting your proposal in advance of the deadline to allow for enough time to navigate any technical issues you may have.
- The contact you listed in your submitted proposal will receive periodic email updates to let you know:
 - If your application has been received
 - If your proposal has been awarded or denied the contract
 - If we need any follow up information

The City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.

5.1 CHECKLIST FOR SUBMITTING PROPOSAL

This checklist is for your use only; you do not need to submit this checklist along with your proposal.

CHECKLIST ITEM	COMPLETE (✓)
IMPORTANT: Submit <u>separate</u> technical and price proposals. (Do NOT include <u>any</u> price information in your technical proposal, otherwise your proposal will be rejected.)	
A. TECHNICAL PROPOSAL	
Included a cover page with all required information	
Responded to questions and prompts in “Response to Scope of Services”	
Provided at least 2 references	
Included required documentation of insurance	
Included resumes of key staff	
B. PRICE PROPOSAL	
Provided detailed budget and pricing	
C. REVIEW CONTRACT TERMS & CONDITIONS	
Read and reviewed contract terms, conditions, and additional forms If awarded the contract , you will be required to sign and submit forms listed in Appendix 2.	
Complete and submit the CM-16 Wage Theft Prevention Certification	

5.2 SUBMITTING PROPOSAL VIA BOSTON'S SUPPLIER PORTAL

Vendors can submit a proposal electronically through the Supplier Portal. You can access the Supplier Portal from [boston.gov/procurement](https://www.boston.gov/procurement) at the Supplier Portal link. We do not accept proposals submitted via email or other electronic communication.

To submit using the Supplier Portal, follow the steps on this website [boston.gov/sites/default/files/embed/e/entering_a_bid_on-line_1.pdf](https://www.boston.gov/sites/default/files/embed/e/entering_a_bid_on-line_1.pdf). Below is a summary of those steps:

1. **REGISTER** (If you are not yet registered as a “bidder” on the Supplier Portal)
 - a. <https://www.boston.gov/departments/procurement/how-use-supplier-portal> provides step-by-step instructions to register.
2. **FIND EVENT:**
 - a. Log in to your account.
 - b. Click Main Menu > Manage Events and Place Bids > View Events and Place Bids.
 - c. Enter EV00015020 into the search box and click “Search” button.
 - d. Click City Academy Bridge Programming Consultant.
 - e. Click “View Event Package.” Here you can download forms and documentation linked to this RFP. We recommend starting with “Main RFP Document City Academy Bridge Programming.”
 - f. Click the ‘OK’ button to return to the ‘Event Details’ page.
3. **ATTACH YOUR TECHNICAL AND PRICE PROPOSALS:**
 - a. Click on the ‘Bid On Event’ button.
 - b. Answer all questions and upload the required forms as directed, including the non-price technical proposal. **Do NOT include any price information in your technical proposal, otherwise your proposal will be rejected.** Click “Step 2: Enter Line Bid Responses”. Here is where you input your price information separately. If there are multiple lines, you may need to enter separate amounts for each line item you are bidding on.

- c. Click the icon on the far right of the screen labeled “View/Add Question Comments and Attachments.” Here is where you will attach your Price Proposal (in the template provided above in Section 4.1)
- 4. SUBMIT YOUR PROPOSAL:**
- a. Once you have responded to all required fields, you may click “Validate Entries” to confirm if your application is ready to be submitted.
 - b. To submit your proposals, click “Submit Bid.”

Further instructions on registering and submitting a bid can also be found on the [Procurement Information Page](#). **We recommend submitting your proposal at least 24 hours prior to the deadline.**⁷

NOTE: MODIFICATIONS MAY NOT BE MADE TO YOUR PROPOSAL ONCE SUBMITTED TO THE PORTAL. PLEASE ENSURE YOUR PROPOSAL IS COMPLETE AND ACCURATE PRIOR TO YOUR SUBMISSION.

5.3 SUBMITTING VIA MAIL / PHYSICAL DELIVERY

You may submit hard copies of the Technical and Price Proposals by mail, delivery service, or in person. **If you choose to submit a hard copy, you must submit two separate envelopes: a complete Technical Proposal in one sealed envelope and a Price Proposal in a second sealed envelope.**

The envelopes should be clearly marked as follows:

ENVELOPE #1 - TECHNICAL PROPOSAL **technical proposal should have absolutely no reference to price**	ENVELOPE #2 - PRICE PROPOSAL
City Academy Bridge Programming Consultant RFP Number: EV00015020	City Academy Bridge Programming Consultant RFP Number: EV00015020

⁷ Please note that Supplier Portal file uploads are limited to a 59-character file name length.

TECHNICAL PROPOSAL Submitted by: [Name of Vendor] [Date Submitted]	PRICE PROPOSAL Submitted by: [Name of Vendor] [Date Submitted]
--	--

The envelopes should be delivered or mailed to:

MAILING/DELIVERY ADDRESS
Tatiana Joyce Department of Workforce Development Floor 2B 43 Hawkins Street Boston, MA 02114

VI. APPENDICES

APPENDIX 1: RFP TERMS AND CONDITIONS

CANCELLATION, REJECTION, AND WAIVER

The City is under no obligation to proceed with this RFP and may cancel the RFP at any time with or without the substitution of another. The City reserves the right to reject in whole or in part any or all Proposals, when the City determines that rejection serves the best interests of the City. The City may waive minor informalities in the Proposal or allow the Vendor to correct them.

The submitted Proposal, along with the RFP, will also be part of the Contract between the City and the Contractor.

The Contract is subject to the availability and appropriation of funds.

WITHDRAWAL OR MODIFICATION OF PROPOSAL

The City may allow a Vendor representative bearing proper authorization and identification to sign for, receive and withdraw the Vendor's unopened Proposal prior to the submission deadline. A Vendor that seeks to correct or modify its Proposal may do so by withdrawing the initial submission and then submitting a modified Proposal prior to the submission deadline.

PROPOSAL VALIDITY PERIOD

By submitting a Proposal the Vendor agrees that its Proposal is valid for one hundred eighty (180) days following the submission deadline unless extended by mutual agreement.

PROPOSAL COSTS

Any and all costs incurred by a Vendor in preparing a Proposal and throughout the RFP process are ineligible for reimbursement, or recovery from, the City and are solely the burden of the Vendor.

TAXES

The City is a tax-exempt organization. However, should any part of the Contract be subject to taxes, the Vendor shall include and be responsible for paying all taxes that are applicable.

Any taxes due will be assumed to be included in your price of services, otherwise the Vendor is responsible for any additional costs not included. The City is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from Massachusetts sales and use taxes (Certificate No. E-046-001-380). Exemption certificates will be provided, if requested, following award.

SUBCONTRACTORS

The City will contract with one Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for the City with regard to Contract matters. In the event the Contractor utilizes one or more Subcontractors, the Contractor will assume all responsibility for performance of services by the Subcontractor(s).

The City must be named as a third party beneficiary in all subcontracts. A list of all Subcontractors proposed to take part in the performance of the Contract shall be provided to the City for approval prior to Contract execution.

USE OF CITY NAME

The Contractor and any Subcontractor(s) agree not to use the City of Boston name or seal, or that of any other City Agency or Department in advertising, trade literature, or press releases without the prior written approval of the City.

PUBLIC RECORDS

Proposals shall be confidential until the the time for acceptance specified in the RFP has expired. Thereafter, proposals will be public record and subject to disclosure upon request. Do not submit confidential information in your Proposal.

APPENDIX 2: CONTRACT TERMS AND CONDITIONS

Please be familiar with these terms and conditions at the time of proposal submission to ensure that you are able to meet them if awarded the contract.

All applicants are required to **review** the following documents at this stage; some terms are verified electronically via the Supplier Portal, and **only the CM-16 Wage Theft form must be submitted with your proposal, per the instructions in Section 5 of this RFP.**

By submitting a proposal, an applicant acknowledges that if they are selected as the winning respondent, they will be required to complete and provide each of the below forms to the City as part of the contract package. The vendor will be disqualified if it does not submit completed versions of the following forms during the contracting process.

1. [Form CM-06](#) – Certificate of Authority (Only Required for Corporations)
2. [Form CM-09](#) – Contractor Certification
3. [Form CM-10 and CM11](#) – Standard Contract Document & General Conditions
4. CM Forms [15A](#), [15B](#) – CORI Compliance & Standard
5. [Form CM-16](#) – Wage Theft: **Complete and submit with your proposal**
6. [Form Wage-1](#) – Requirements Of The Boston Jobs, Living Wage, And Prevailing Wage Ordinance
7. [Form Wage-2](#) – The Boston Jobs, Living Wage, And Prevailing Wage Ordinance Vendor Agreement

APPENDIX 3: INSURANCE REQUIREMENTS

As noted in Section III, *Your Technical Proposal*, the City requires the following levels of insurance.

The Contractor shall purchase and maintain during the term of the Contract all insurance required by the Commonwealth of Massachusetts and as required in this section, and will assure that subcontractors carry similar and appropriate coverage. These requirements shall not be construed to limit the liability of the Contractor or its insurer.

Insurance will be issued by insurance companies licensed to write insurance in their domicile state and the Commonwealth of Massachusetts, and will have a current Best's rating of A- VII or above. Insurance Certificates on Acord Form 25 evidencing all requirements listed below shall be delivered to the Official by the selected vendor prior to the execution of any contract. Additionally, renewal certificates must be delivered within 30 days prior to the expiration of the preceding policy.

Insurance Requirements:

1. **Workers' Compensation** insurance as required from under General Laws c.152 (the Workers' Compensation Law) and including employer's liability limits of one million (\$1,000,000) per accident and per employee, including disease.
2. **Commercial General Liability** with coverage no less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) annual aggregate limit per location or project basis.
3. **Automobile Liability** (Any Auto/Hired/Non-owned) for one million (\$1,000,000) combined single limit per accident.
4. **Umbrella Liability excess of Commercial General Liability, Employer's Liability and Auto Liability** for one million (\$1,000,000) each occurrence. In

lieu of umbrella liability, required limits may be achieved by purchasing higher limits on individual policies.

5. **Technology Errors & Omissions / Cyber Liability / Security & Privacy:** for one million (\$1,000,000) per claim and one million (\$1,000,000) in the aggregate with coverage continuing for one year after completion or termination of the Agreement. Policy must specifically include: a) computer or network systems attacks, b) denial or loss of service, c) introduction, implantation or spread of malicious software code, d) unauthorized Access and Use of computer systems, e) privacy liability, and f) breach response coverage equaling at least 50% of liability limit.
6. **Third Party Crime / Employee Dishonesty:** for \$1 million per claim and \$1 million in the aggregate. Coverage is required if vendor will have access to personal or municipal financial information and/or records maintained by City
7. **Professional Services** for two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate with coverage continuing for one year after work period.

General Conditions:

- City of Boston must be named as Additional Insured on all policies except, Workers' Compensation and Employer's Liability.
- Above insurance shall be primary and noncontributory over any such insurance available to the City of Boston, its officials, employees and volunteers.
- Waiver of Subrogation will be included as respects all coverages listed above in favor of the City of Boston. The Workers' Compensation Policy must be specifically endorsed and noted as such in the required certificate.
- All policies will be endorsed to provide thirty days written notice to the certificate holder, the City of Boston, in the event of cancellation, non-renewal or material changes in coverage. Such endorsements must be attached to the Certificate.

APPENDIX 4: ADDITIONAL APPENDICES RELEVANT TO RFP

CITY OF BOSTON

FEDERAL FUNDS CONTRACT RIDER (WHERE APPLICABLE)

Recitals

WHEREAS, the Contract to which this Rider is attached is funded, either in whole or in part, by federal funds;

WHEREAS, such federal funds may include Coronavirus State and Local Fiscal Recovery Funds [“SLFRF”] made available through the American Rescue Plan, or funds from other federal sources;

WHEREAS, the use of federal funds requires the parties, including but not limited to, recipients, subrecipients, and contractors, to comply with various applicable statutes and regulations including 2 C.F.R. §§ 200.318- 327;

WHEREAS, 2 C.F.R. § 200.327 requires the inclusion of applicable provisions in certain contracts funded in whole or in part by federal funds.

WITNESSETH THAT the parties have AGREED as follows:

Article I Introduction

1.1 The following contract provisions, if applicable, are incorporated into the Contract to which this Rider is attached. In the event of any conflict between the Contract and this Rider, the provisions in this Rider shall control.

1.2 If the following contract provisions are rescinded or revised, the parties agree to revise this Rider accordingly and make any other changes necessitated by such revisions.

Article II Contract Provisions Applicable to All Types of Federally Funded Contracts

2.1 Rights to Inventions Made Under a Contract or Agreement

(a). In the event that this Contract is funded by a federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401,

“Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

2.2 Debarment and Suspension

(a). This provision applies in the event that a contract or subcontract has a value that exceeds \$25,000, or requires the consent of an official of a federal agency, or is a contract for federally required audit services. The subrecipient or contractor certifies that neither the subrecipient, contractor, or subcontractor is a party listed on the government wide exclusions in the System for Award Management [“SAM”], in accordance with the OMB guidelines at 2 C.F.R. § 180 that implements Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(a). Pursuant to 2 C.F.R. § 200.216, subrecipient or contractor certifies that it or its subcontractors shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

(ii). Telecommunications or video surveillance equipment or services provided by such entities or using such equipment;

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b). Subrecipient or contractor shall insert the above clause in all subcontracts and other contractual instruments.

2.4 Clean Air Act and Federal Water Pollution Control Act

(a). Clean Air Act (i). If the Contract value exceeds \$150,000, the subrecipient or contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agreed that the federal awarding agency will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

(b). Federal Water Pollution Control Act (i). The subrecipient or contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1241 et seq. The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agrees that the federal awarding agency will, in turn, report each violation as required to assure notifications to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

2.5 Byrd Anti-Lobbying Clause and Certification

(a). Byrd Anti-Lobbying Amendment

(i). Subrecipients or contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(b). Required Certification for Awards Exceeding \$100,000

(i). If applicable, subrecipients and contractors must sign and submit the following certification to the awarding authority with each bid or offer exceeding \$100,000.

**Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification for
Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of their knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Article III Contract Provisions Applicable to Federally Funded Construction Contracts

3.1 Equal Employment Opportunity Clause

(a). During the performance of this Contract, the Contractor agrees as follows:

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

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contracts and subcontracts by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3.2 Davis-Bacon Act

(a). If this Contract is a prime construction contract employing laborers or mechanics with a value that exceeds \$2000, the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144 and 3146-3148 and its related regulations found at 29 C.F.R. Part 5 apply.

(b). The subrecipient or contractor acknowledges that the decision to award this contract is conditioned upon the subrecipient or contractor's acceptance of the wage determination, and upon continuing compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Pursuant to the Davis-Bacon Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determinations, incorporated into this Contract. Subrecipient or contractor further acknowledges and understands that subrecipient or contractor shall be required to pay wages not less than once a week.

(c). Davis-Bacon Prevailing Wage Certification Subrecipient or contractor certifies that it and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26-27H, the federal Davis-Bacon Act, and other related acts.

(d). 29 C.F.R. § 5 (a)(1) – (10) are hereby incorporated by reference into this Contract. All subcontracts must include the text of 29 C.F.R. §§ 5(a)(1) – (10) in full.

3.3 Compliance with the Copeland "Anti-Kickback" Act

(a). If this Contract is subject to the Davis-Bacon Act, the Copeland "Anti-Kickback" Act also applies.

(b). Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.

(c). Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal program may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d). Breach. A breach of the Contract clauses above may be grounds for termination of the Contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 512.

3.4 Contract Work Hours and Safety Standards Act

(a). If this Contract has a value exceeding \$100,000 and involves the employment of mechanics or laborers, the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor Regulations 29 C.F.R. Part 5 applies.

(b). If applicable, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations 29 CFR Part 5. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(c). Pursuant to 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health and safety.

(d). Compliance with the Contract Work Hours and Safety Standards Act Contracts are required to contain the text of 29 C.F.R. § 5.5(b)(1) – (4) as follows: (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §§ 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(e). Further Compliance with the Contract Work Hours and Safety Standards Act

(i) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(ii). Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article IV Contract Provisions Applicable to Federally Funded Contracts Involving Procurement

4.1 Procurement of Recovered Materials

(a). If this Contract involves a procurement with a value exceeding \$10,000 performed by a state agency or an agency of a political subdivision of a state and its contractors, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, applies. (b). Contractor acknowledges and understands that, in performing the work specified under this Contract, Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4.2 Domestic Preferences for Procurements

(a). Pursuant to 2 C.F.R. § 200.322, As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.