

CITY OF BOSTON

REQUEST FOR PROPOSALS:

Good Jobs Metro Boston Coalition (GJMBC) Wraparound Supports Framework Implementation



City of Boston
Worker Empowerment

TRINH NGUYEN, CHIEF OF WORKER EMPOWERMENT
EV00014963

IMPORTANT DATES:

EVENT	DATE
RFP Issue Date	October 21, 2024 at 9:00 AM
Virtual Information Session and Q&A	November 7, 2024 at 2:00 PM Register at bit.ly/4h3nJer
Proposal Due Date	November 25, 2024 at 5:00 PM

See the full RFP schedule in Section 2.1

CONTACT INFORMATION:

Abigail Cross | abigail.cross@boston.gov

All questions should be emailed with the **RFP number (EV00014963)** 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:

In January 2024, the Office of Workforce Development contracted with Unite Us USA, Inc. to have Good Jobs Metro Boston Coalition partners utilize their platform to provide Good Job Challenge participants with wraparound supportive services. Since April 2024—the platform’s go-live date—administrative issues, difficulties with platform usage, and concerns about spending down the funds by the end of the grant period have led to limited requests for wraparound supportive services through the Unite Us platform. In addition, \$641,606 in unallocated funds are designated for wraparound supportive services, which could potentially support 1,283 GJMBC participants as they seek employment in quality jobs. With the grant period ending in August 2025, OWD is seeking a consultant that can work with organizations to strategize and plan for the usage of these funds so that GJMBC participants can secure quality 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 November 7, 2024 or email questions to abigail.cross@boston.gov by November 8, 2024 by 5:00 PM.
- 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

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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 (OWD) received funding as a part of the EDA’s FY2021 American Rescue Plan Act (ARPA) Good Jobs Challenge. These funds are being used to train and place 4,618 participants into quality jobs in the Metro Boston region over the course of a three-year grant period spanning from September 1, 2022, to August 31, 2025. The initiative, coined the Good Jobs Metro

Boston Coalition, focuses on three industries of need: Healthcare, Clean Energy, and Child Care. Each targeted industry is led by a “Backbone Organization” that serves as a leader and convener within its respective industry. The Backbone Organization for Health Care is the MassHire Boston Workforce Board (Boston PIC), for Clean Energy, Franklin Cummings Tech (FCT), and for Child Care, the Community Advocates for Young Learners (CAYL) Institute.

OWD set aside approximately \$1M in administrative funding to provide financial wraparound supportive services to GJMBC participants. This funding is intended to serve approximately 40% of participants (1,847 participants) who demonstrate key unmet, training-related needs. EDIC/OWD in collaboration with Metropolitan Area Planning Council met with key coalition stakeholders to identify **seven (7)** proposed “menu” of financial wraparound services: **Transportation (MBTA monthly LinkPass, gas vouchers, etc.), Childcare, Food, Clothing/Supplies, Communications, ESOL Services, and Other Educational Services.** This funding is tailored to participants' needs, where they would be able to choose the area(s) where they need the most support. It is important to note EDA funding has several restrictions for the use of funds. OWD cannot use EDA funding to provide stipends or direct participant wages.

In January 2024, OWD contracted with Unite USA, Inc. (Unite Us) to house requests for specific wraparound supportive services and backup documentation affirming the eligibility of those services to the Coalition. The Unite Us platform launched in April 2024, with **six (6)** GJMBC partner organizations signed on to use the platform for a total of \$388,500. The Unite Us platform has not been widely adopted by GJMBC contracted partners for various reasons, resulting in limited requests for wraparound supportive services. With an additional \$641,606 in unallocated funds designated for wraparound supportive services, this funding could support 1,283 GJMBC participants. The funding available is **\$150,000** and OWD is seeking a consultant(s) who can support six (6) contracted partners in creating spending plans for their wraparound funds and conduct outreach, onboarding, and support to additional providers to use unallocated funds.

We look forward to receiving your proposal.

1.2 SCOPE OF SERVICES

This section is very important. It outlines what we are asking for and gives an in-depth look at what we are expecting.

In Massachusetts Procurement Law, this is part of the “Purchase Description.”

1.2.1 Requirements- be as specific and detailed as possible here.

OWD is seeking a consultant who can support six (6) contracted partners in creating spending plans for their wraparound funds and conduct outreach, onboarding, and support to additional providers to use unallocated funds. A working knowledge of the workforce development ecosystem within the Greater Boston region is strongly preferred.

1.2.2 Final Deliverables

- **Create spending plans for six (6) contracted GJMBC partners** Currently engaged partners include Asian American Civic Association (AACA), Action for Boston Community Development (ABCD), Beth Israel Lahey Health (BILH), Benjamin Franklin Cummings Institute of Technology (Franklin Cummings Tech), Community Teamwork, Inc., and Neighborhood Villages. Combined, these organizations have \$388,500 allocated to provide approved supportive services to participants. The Consultant should work with each provider to create a spending plan to maximize the number of participants served and make the best use of these funds. For organizations who are currently not on track to spend down their funds by the end of the grant period, this process will include finding innovative ways to spend down these funds to best support the provider’s GJMBC participants.
- **Conduct outreach to additional partners for the allocation of unallocated funds** OWD currently has \$641,606 in unallocated funds dedicated to providing supportive services to GJMBC participants. Using a knowledge of the Greater Boston workforce development ecosystem and best practices for

the provision of wraparound supportive services, identify and engage with eligible organizations that could make use of these funds. Potential organizations include those that provided letters of commitment and support to the original application and did not receive funds and those organizations that originally opted out of the platform.

- **Provide support to onboard additional partners to the platform** This includes contract negotiations, which may consist of determining funding allocations and a fee schedule based on anticipated spending patterns. Funding strategies should maximize the number of participants served through the platform. Also a part of this process would include technical assistance to providers as they learn how to navigate the process workflow and Unite Us platform.
- **Provide ongoing support to additional contracted partners in requesting and spending down funds through the Unite Us platform** Regularly check-in with additional contracted partners to go over issues with using the platform, or spending down funds. Work with OWD and the contracted partners to revise fee schedules and strategies for providing wraparound supports as needed.
- **Create a brief summary report outlining the successes and challenges organizations and case managers had using the Unite Us platform** Summarize which factors contributed to these successes or challenges.

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
Virtual Information Session and Q&A	November 7, 2024 at 2:00 PM Register at bit.ly/4h3nJer
Questions Due Via email to abigail.cross@boston.gov	November 8, 2024 by 5:00 PM
Consolidated Q&A Posted by the City ¹	November 15, 2024
Deadline for Proposals <i>See Submission Instructions for details</i>	November 25, 2024 at 5:00 PM
Contractor Selected	December 23, 2024

All times are in Eastern 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).

¹ The 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.

Outside of the Q&A Conference Call and before the proposal deadline, all communications must be **emailed to abigail.cross@boston.gov** with the **RFP number (EV00014963)** in the subject line.^{2,3}

1.5 CONTRACT TERM AND OTHER INFORMATION

The term of the contract will be 8 months, ending on August 31, 2025.

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.

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**.

2.1 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 technical experience in coordinating workforce development partnerships including consulting nonprofit and public organizations.
- 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.
- Two references from similar projects consistently rate service and results as "excellent."
- The proposal includes examples of past work that are highly

relevant to this project and highlights competency in supportive services for workforce development and consulting services.

Advantageous:

- Demonstrates technical experience in workforce development and consulting services.
- Demonstrates a track record of success in completing projects within their allotted timeframe and budget.
- Demonstrates general experience (2-4 years) working with key public sector stakeholders.
- One reference 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 workforce development and consulting services. Demonstrates a limited track record of success in completing projects within their allotted timeframe and budget.
- Demonstrates limited experience (less than 2 year) 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 in workforce development and consulting services.

CRITERIA 3: RESPONSE TO SCOPE OF SERVICES

- *Highly Advantageous:* The proposal includes comprehensive responses to each requested service. Comprehensive spending plans for six (6) contracted GJMBC partners. This process will include finding innovative ways to spend the remaining funds to best support the provider’s GJMBC participants.

Using knowledge of the Greater Boston workforce development ecosystem and best practices for the provision of wraparound supportive services, the consultant shows evidence of identifying and engaging with eligible organizations that could make use of these funds.

- The consultant explains how they will provide support to onboard additional partners to the platform. Funding strategies should maximize the number of participants served through the platform.
- Provide a plan for supporting additional contracted partners in requesting and spending down funds through the Unite Us platform.
- Create a brief summary report outlining the successes and challenges organizations and case managers had using the Unite Us platform Summarize which factors contributed to these successes or challenges.
- *Advantageous*: The application addresses all of the required elements but in a broad manner. Examples of previous consulting work are relevant but rely on transferable skills over directly aligned projects.
- *Not Advantageous*: Demonstrates limited experience with managing interactions between multiple stakeholders. 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 in workforce development and consulting services.

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) Ownership Details (Informational only)
- (3.4) References
- (3.5) Insurance Documentation (and financial documents if needed)
- (3.6) Standard Contract Forms

3.1 COVER PAGE

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

COVER PAGE		
RFP Title and Number		
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, and feel free to use anything (e.g., graphics, links to your work, etc.) that helps you make your case.

Q1: Please provide an executive summary that summarizes the consultant's understanding of the project goals and how you would successfully address them.(Suggested length: 250 words)

Response:

Q2: What is the consultant's overall history and previous experience with providing the proposed services, specifically as it pertains to stakeholder engagement and workforce development in the Greater Boston Region. (up to 500 words)

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 services your organization provides
- How long your organizations has been providing these services
- Your organization's structure
- Your organization's strategy
- Any relevant awards your team has received

Response:

Q3: How does your organization propose to implement key project deliverables
Suggested length: 1000 words)

An ideal answer will include:

- Address all deliverables identified in this RFP in detail (and copied below)
 - Create spending plans for six (6) contracted GJMBC partners

- Conduct outreach to additional partners for the allocation of unallocated funds
- Provide support to onboard additional partners to the platform
- Provide ongoing support to additional contracted partners in requesting and spending down funds through the Unite Us platform
- Create a brief summary report outlining the successes and challenges organizations and case managers had using the Unite Us platform
- A timeline for achieving deliverables identified above

Response:

Q4: Who will work on this project and why are they best qualified to achieve the goals of this RFP? (up to 500 words not including resumes)

An ideal answer will include:

- A description of the team that would work on the project (if applicable)
- A list of key team members and the specific deliverables each team member is responsible for
- Justification for why they will be great partners on this project, such as resumes or detailed bios.
- A description of the team structure

Response:

Q5: If your team includes multiple organizations, please let us know (a) how long you have worked together and (b) which one organization will be designated as the prime contractor (all others will be designated as subcontractors). Skip if not applicable to your organization.

	Name	How long you have worked together
Prime contractor		
Subcontractor		
Subcontractor		
Subcontractor		

Q6: 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

Q7: If you answered “Yes” to the previous question, what is your position on the matter(s)?

Response:

3.3 OWNERSHIP DETAILS (INFORMATIONAL ONLY)

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.

Q1. Is your organization a small, local, minority-owned, women-owned, and/or veteran-owned business?⁵ (Yes or No)

- Small
- Local
- Minority-Owned
- Women-Owned
- Veteran Owned

Q2: 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.*

Q3. Are any of your proposed subcontractors a small, local, minority-owned, women-owned, and/or veteran-owned business?⁶

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.

⁶ Same as above.

- Yes
- No

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 with the understanding that the deliverables and quantities of goods and services the City notes in this RFP are estimates only and that the final scope of services may change during contract negotiations between the City and the selected vendor(s).
- **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)

DELIVERABLES <i>as defined in the Scope of Services</i>	FIXED PRICE		
Create spending plans for six (6) contracted GJMBC partners			
Conduct outreach to additional partners for the allocation of unallocated funds			
Provide support to onboard additional partners to the platform			
Provide ongoing support to additional contracted partners in requesting and spending down funds through the Unite Us platform			
Create a brief summary report outlining the successes and challenges organizations and case managers had using the Unite Us platform			
TOTAL FIXED PRICE			
ADDITIONAL SERVICES AS NEEDED	HOURLY RATE	ESTIMATED QUANTITY*	TOTAL PRICE
[INSERT POSITION TITLES]		100 hours	
<p><i>*These additional hours are estimates only; the City may request more, less, or no additional services. Payment will be based on the unit prices provided here and the actual amount of services requested.</i></p>			

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 25, 2024.**
 - 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 2 references	
Included required documentation of insurance	
B. PRICE PROPOSAL	
Provided detailed budget and pricing	
Provided additional information about pricing proposal (optional)	
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 EV00014963 into the search box and click “Search” button.
 - d. Click Good Jobs Metro Boston Coalition (GJMBC) Wraparound Supports Framework Implementation
 - e. Click “View Event Package.” Here you can download forms and documentation linked to this RFP. We recommend starting with “Good Jobs Metro Boston Coalition (GJMBC) Wraparound Supports Framework Implementation”.
 - 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
Good Jobs Metro Boston Coalition (JMBC) Wraparound Supports Framework Implementation	Good Jobs Metro Boston Coalition (JMBC) Wraparound Supports Framework Implementation

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

RFP Number: EV00014963 TECHNICAL PROPOSAL Submitted by: [Name of Vendor] [Date Submitted]	RFP Number: EV00014963 PRICE PROPOSAL Submitted by: [Name of Vendor] [Date Submitted]
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The envelopes should be delivered or mailed to:

MAILING/DELIVERY ADDRESS
Abigail Cross Office of Workforce Development Floor 3B 43 Hawkins St 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.