



CITY OF BOSTON
**WORKER EMPOWERMENT
CABINET**

REQUEST FOR PROPOSALS
Technical Assistance Consultant
Neighborhood Jobs Trust (NJT)

ISSUE DATE	January 26, 2024
PROPOSALS DUE	February 26, 2024 BY: 5:00PM EST

Michelle Wu, Mayor
Trinh Nguyen, Chief of Worker Empowerment

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RFP TIMELINE

Request for Proposals Issued Website: boston.gov/owd-grantmaking	January 26, 2024
Bidder's Conference (Q&A)	February 8, 2024, 10-11 AM EST
Deadline for submission of questions via email to Tatiana.joyce@boston.gov	February 12, 2024, 5 PM EST
Responses to questions posted	February 13, 2024
Response to RFP Due	February 26, 2024
Anticipated Notification of Selection	March 1, 2024
Anticipated Contract Start Date	March 4, 2024

I. PROJECT BACKGROUND

The Mayor's Office of Workforce Development (OWD) is the City of Boston's workforce development agency. OWD administers funding from various sources for the purpose of supporting a broad range of services, including education and training, career development, job training, adult basic education, and youth employment services.

One such funding source is the City of Boston's Neighborhood Jobs Trust (NJT), which distributes the jobs linkage funds paid by developers of large-scale commercial construction projects. NJT was established in 1987 in response to advocacy by city residents and community organizations interested in making sure Boston residents benefited from employment generated by development. The purpose of these funds is to provide lower income Boston residents, age 18 and over, with the skills to attain employment in high demand industries.

In the fall of 2023, OWD solicited competitive grant applications for job training services to train eligible Boston residents for in-demand careers. In the interest of funding new and emerging training opportunities, OWD created an applicant category for programs with operating budgets less than \$1.5M, currently underrepresented in the NJT portfolio, and BIPOC-led organizations with leadership that reflects the communities they serve. We seek a consultant to provide a year's worth of support and technical assistance to the selected organizations, based on both their self-identified areas of need and consultant's expertise in workforce development program building.

For your reference, the original request for proposals for FY24 NJT funding can be found here:

https://www.boston.gov/sites/default/files/file/2023/09/NJT%20FY24%20RFP_Final.pdf.

II. CONSULTANT SCOPE OF WORK

The City of Boston Mayor's Office of Workforce Development (OWD) seeks a Consultant to provide technical assistance with program development for four organizations selected for awards under a recent NJT Request for Grant Applications.

Technical assistance will include support in program design. In addition, all four funded agencies should meet throughout the year in a cohort model, on an as-needed basis but ideally at least three times during the contract.

The consultant will assist this in assessing their capacity to address the workforce development needs within the communities they serve. The Cohort is comprised of 4 partners: Empowered and Dedicated to Edify the Nation (EDEN), Friends of the Rafael Hernández School, Inc., Jamaica Plain Community Centers Adult Learning Program, and The Loop Lab. Support should be developed based on the needs of the organizations. Examples of types of technical assistance that might be useful include:

1. Develop a self-assessment tool for providers to determine their highest needs for support i.e. fundraising, employer relationships, evolving/honing pedagogical approach.
2. Steer each provider individually and in a group setting through a process of self-assessment to identify gaps and needs in program infrastructure and professional competencies for delivering programming,
3. Assist providers in developing comprehensive plans to address the identified gaps and needs in the provision of their named services.

Deliverables:

- Each cohort member will complete a comprehensive organizational self-assessment to identify gaps and needs in delivering programming.
- Each cohort member will develop a comprehensive plan to address the identified gaps and needs.
- The cohort will meet at least three times before December, 2024.
- Consultant(s) will provide a progress report and final assessment of cohort members.

The role will require some on-site presence to meet with NJT providers individually or as a group.

Dates of Service Estimate: March 4, 2024 – December 31, 2024

Compensation: A maximum of \$100,000 will be allocated for this project

III. PROPOSAL GUIDELINES

[Proposal length not to exceed 10 pages double-spaced]

1. One-Page Executive Summary

Please provide a one-page Executive Summary that summarizes the consultant/team's understanding of the project goals and deliverables and how your approach, experience, and relationships would successfully achieve these goals and deliverables.

2. Background and Qualifications

Briefly describe:

- Your background and previous experience in providing the specific project design proposed;
- Your experience and expertise in workforce development curriculums, services, and available platforms and applications;
- Your experience and expertise in working with workforce development providers; and
- Your experience and expertise in needs assessment, and development of self-assessment tools;
- Why you would be a good fit for OWD on this project and what success for this project would look like to you.

If applying as a partnership, briefly describing each partner's roles and responsibilities under this RFP.

3. Preliminary plan

- Provide a timeline of all activities and milestones to project completion, including an explanation and justification for proposed timeline;
- Describe in detail your proposed plan, including aspects that your team might need help in navigating from OWD.

4. Staffing

Identify staff responsible for each component of the proposed study. Discuss staff qualifications, skills, and experience. Identify the staff who will act as liaison with OWD. Attach resumes/CVs for the primary staff for the project.

5. Price Proposal and Required Forms/Attachments

Provide a detailed price proposal for all activities, fees and expenses including hourly rate (s), not to exceed \$100,000. **The price proposal must be submitted separately identified as Price Proposal-Exhibit A.**

IV. TERMS OF PROCUREMENT

A. Application Deadline

Responses to this RFP must be received by OWD by Monday **February 26, 2024 at 5:00 p.m.**

Technical (narrative) proposals must be submitted via Box File Submission to:

Tatiana Joyce, Assistant Deputy Director of Grants and Procurement
Mayor's Office of Workforce Development

tatiana.joyce@boston.gov

Box submission Link: <https://bit.ly/NJTFY24TAConsultant>

Price proposals must be submitted separately via email to:

Abigail Cross
Assistant Deputy Director, Special Initiatives & Grants Management
Office of Workforce Development
abigail.cross@boston.gov

It is the sole responsibility of the responder to ensure their proposal is complete and submitted on time. Absolutely no responses will be accepted after the due date and time. OWD reserves the right to reject any or all bids. The award of a contract for services requested by this RFP shall be subject to the approval of the Board of the Economic Development and Industrial Corporation (EDIC) of Boston.

B. Submission of Inquiries

Questions regarding this RFP should be submitted in writing to Tatiana Joyce, Assistant Deputy Director of Grants and Procurement, via email: tatiana.joyce@boston.gov. Phone calls will not be accepted. The deadline to submit questions is Monday, February 12, 2024 at 5:00 p.m.

All responses to questions received during the procurement process will be posted on the OWD website at **boston.gov/workforce-development**. It is the bidders' responsibility to check the website for updates and postings.

OWD is an Affirmative Action/Equal Opportunity Employer. Auxiliary aids and services are available upon request to individuals with disabilities.

C. Proposal Specifications

Responders should ensure their proposals comply with the following requirements prior to submitting a response to this RFP:

- A response to each section of the RFP is required and should follow the guidelines and sequences as specified in the Proposal Guideline section (Section III). Each section should be labeled accordingly.
- Each section outlined in the RFP should be completed in full.
- Separate fee and technical proposals must be submitted electronically and received by Monday February 26, 2024 at 5:00 p.m.

D. Submission of Proposal

This section provides an overview of the process for submitting your proposal in response to this RFP. Responders are strongly advised to read this section in its entirety since failure to comply with the requirements can result in disqualification.

a. Checklist

This checklist below is for your use, to make sure that you are submitting everything that is required in your proposal. You do not need to include the checklist with your proposal, but please use the checklist before submitting your proposal to be sure your proposal is complete.

Sections A and B identify the items that are required to reply to the technical proposal and the price proposal, respectively.

There are three columns for each item listed:

- RFP Section – here you can find details in the RFP document for each item listed on the checklist.
- Form (Y/N) – identifies items on the checklist that have a form and those that do not.
- Completed – use this box to check off the items that have been completed.

The last section, Section C, provides a final check to make sure that you have not made any mistakes that would cause your proposal to be eliminated.

Consultant Candidate Checklist

	RFP Section	Form (Y/N)	Completed (✓)
A. Required Items for Technical Proposal			
1. Executive Summary	III.1	N	
2. Background & Qualifications	III.2	N	
3. Preliminary Plan with Timeline	III.3	N	
4. Staffing	III.4	N	
B. Required Items for Price Proposal			
1. Narrative	III.5	N	
2. Line-Item Budget	III.5	Y	
C. Final Review	YES	NO	
Is your proposal complete and ready for submission before the deadline of February 26, 2024 at 5 pm EST?			

<p>2. Have you prepared separate technical and price proposals?</p> <p>Did you submit separate technical and price proposals? Price proposals should be sent to abigail.cross@boston.gov; Technical [narrative] proposals should be sent to tatiana.joyce@boston.gov via box link https://bit.ly/NJTfy24TAConsultant.</p>			
<p>3. Did you review all standard contract forms? The selected firm will be required to sign all forms at contract award, and should not expect to incorporate changes.</p>			

E. Evaluation of Proposals

The criteria we are using for judging the strength of the technical proposal are outlined below. Each proposal will be evaluated in accordance with [M.G.L. c. 30B, sec. 6](#).

a. Minimum Evaluation Criteria

All proposals received by OWD will first be reviewed to determine whether the proposal meets all minimum criteria identified in the RFP. Minimum criteria are found in the Checklist under ‘Submission of Proposal’.

For a proposal to meet all minimum criteria, a responder must unconditionally be able to check each item as ‘Completed’ for Sections A and B and ‘Yes’ for each item in Section C. Minimum evaluation criteria reflect those standards or attributes that OWD considers essential to the performance of the contract.

b. Comparative Evaluation Criteria

Proposals that have met all minimum evaluation criteria will be evaluated according to the comparative evaluation criteria that follow in this section. After reviewing, the evaluation team will prepare written evaluations for each proposal. The evaluators will assign a rating of ‘highly advantageous,’ ‘advantageous,’ or ‘not advantageous’ to each criterion.

For each section outlined below:

- Evaluators will view a proposal as being ‘highly advantageous’ if it meets all of the listed requirements.
- A proposal will be viewed as ‘advantageous’ if it meets the majority of the listed requirements.

- A proposal will be viewed as 'not advantageous' if it fails to meet the majority of the listed requirements.

The team will use the comparative evaluation criteria to assist in their evaluation of each responder's overall qualifications. All comparative evaluation ratings will be determined by the evaluation team. Price proposals will be evaluated separately from the technical proposals. The evaluation team will not see the price proposals until after the technical evaluations are complete.

1/Executive Summary	<ul style="list-style-type: none"> • Responder offers a clear introduction to organization(s), including all information requested in Section VI.1. • Responder's reasons for responding to this RFP are clearly stated. • For partnerships: Partnerships are clearly described and demonstrate thoughtfulness in selection, and partnerships have a demonstrated history of success.
2/ Background & Qualifications	<ul style="list-style-type: none"> • Information requested in Section III.2 is provided in full. • Responder's past experience demonstrates the following: <ul style="list-style-type: none"> ○ Knowledge of and/or previous work in program area; ○ Previous experience ○ Demonstrates success in previous similar projects
3/ Preliminary Assessment Plan	<ul style="list-style-type: none"> • Responder's assessment plan: <ul style="list-style-type: none"> ○ demonstrates a thorough understanding of the scope of services, and provides a comprehensive and creative approach to meet the needs outlined in this RFP; ○ provides a robust and well-founded methodology; ○ is clearly written, thoughtful, and well-organized; ○ provides a description of support needed from OWD • Responder provides a timeline that is realistic and provides justification for timeline milestones
4/ Staffing	<ul style="list-style-type: none"> • Responder provides descriptions and documentation of staff backgrounds and technical expertise • Staff demonstrate significant knowledge and/or experience in program area

5/ Price Proposal	<ul style="list-style-type: none">• Responder’s price proposal meets budget requirements and provides a detailed narrative• Proposed budget aligns with value of proposed evaluation
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OWD reserves the right to reject any and all proposals, to waive or modify any requirement contained in this RFP, to amend without consultation any proposal, and to effect any agreement deemed to be in the best interest of the City of Boston and its residents. OWD will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

F. Terms & Conditions

Cancellation, Rejection, and Waiver

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

Withdrawal or Modification of Proposal

OWD may allow a Contractor representative bearing proper authorization and identification to sign for, receive, and withdraw the Contractor's unopened proposal prior to the submission deadline. A Contractor 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 Contractor agrees that its proposal is valid for one hundred twenty (120) days following the submission deadline unless extended by mutual agreement.

Proposal Costs

Any and all costs incurred by a Contractor in preparing a proposal and throughout the RFP process are ineligible for reimbursement by OWD.

Taxes

OWD is a tax-exempt organization. However, should any part of the Contract be subject to taxes, unless otherwise specified in this RFP, the Contractor shall include and be responsible for paying all taxes that are applicable.

Subcontractors

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

OWD 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 OWD 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, or of the Boston Planning and Development Agency in advertising, trade literature, or press releases without the prior approval of OWD.

Rule for Award

The contract for the Digital Literacy Needs Analysis will be awarded to the most responsive and responsible proposal based on the selection criteria outlined in Section VI above. The successful respondent will be deemed, in the opinion of the selection Committee, to be the most responsive and responsible proposal, taking into consideration the reliability of the respondent, the qualities of the services proposed to be supplied, and their conformity with the specifications required. Pricing will be a significant factor, but not the sole determinant in the selection.

If a Contract is awarded, the Contract will be awarded to that responsive and responsible Contractor whose proposal is deemed most advantageous to OWD taking into consideration the evaluation criteria and proposal pricing.

An award letter or award notification is not a communication of acceptance of a Contractor's proposal. No final award has been made until final execution of a Contract by the Contractor and OWD, and the approval of the final Contract by the EDIC Board, as well as Contractor receipt of an executed contract. Until such time, OWD may reject any or all proposals or elect not to proceed with this RFP. The Contractor shall not furnish any services, equipment, materials, or labor unless a fully executed and approved Contract and/or Purchase Order is received from OWD, and funds are appropriated for the Contract.

Contract

The selected firm will be required to sign EDIC's Standard Consultant Contract upon contract award. In addition to EDIC's Standard Consultant Contract and any applicable supplemental terms and conditions that are part of this RFP, the Consultant Contract will include, without limitation, OWD required forms and certifications, including OWD's CORI Compliance Certification, Living Wage Form, Wage Theft Form, Contractor Certification, and Certificate of Authority. These forms are available upon request. The submitted proposal, along with the RFP, will also be part of the Consultant Contract between OWD and the Contractor.

The Consultant Contract is subject to the availability and appropriation of funds and may be cancelled by OWD without penalty in any year in which an appropriation is not made.

For your reference, the following Consultant Contract and form sample documents are provided as attachments at the end of this RFP:

Attachment A. EDIC Sample Standard Contract for Consultant Services

Attachment B. Non-Collusion Affidavit

Attachment C. Non-Discrimination and Affirmative Action

Attachment D. Certificate of Tax, Employment Security, and Childcare Compliance

Term of Contract

The term of the contract will be for nine months.

Public Records

Proposals shall be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. Thereafter, proposals will be public record. Do not submit confidential information in your proposal.

EXHIBIT A: CONSULTANT PRICE PROPOSAL FORM

EXHIBIT A: CONSULTANT PRICE PROPOSAL FORM	
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This form must be labeled PRICE PROPOSAL and submitted via email to:

Abigail Cross
Assistant Deputy Director, Special Initiatives & Grants Management
Office of Workforce Development
abigail.cross@boston.gov

SUBMITTED BY:

NAME	
FIRM	
ADDRESS	
TELEPHONE / FAX	

Under the conditions set forth by the OWD, the accompanying proposal is submitted to provide Program Evaluation services.

The total price proposal is \$ _____

ATTACHMENT A

EXAMPLE OF CONTRACT FOR CONSULTANT SERVICES

This agreement made and entered into as of the first ____ day of _____, 2024, by and between the ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION OF BOSTON, ("EDIC") a public body politic and corporate established under Chapter 1097 of the Acts and Resolves of 1971, with its principal office at 43 Hawkins Street, Boston, Massachusetts (hereinafter referred to as the "Corporation"), and _____ (hereinafter referred to as the "Contractor").

WITNESSETH that the parties have agreed as follows:

ARTICLE I

Description of the Work to be Done

Under the general direction of the Director of the Office of Workforce Development (OWD), the Contractor will assist OWD, through the Mayor's Office of Financial Empowerment (OFE), in conducting a digital literacy needs program assessment. The Contractor will provide services in accordance with its technical proposal submitted by February 26, 2024 in response to the Request for Proposals (RFP) issued by OWD on January 23 2024, both of which are attached hereto and incorporated herein by reference. The complete Statement of Work (SOW) with deliverables and payment schedule is attached as **Exhibit A**.

ARTICLE II

Revisions of Work to be Performed

1. If during the term of this contract, the Corporation changes the limits of the project or causes revisions or other changes to be made in the scope or character of the work to be performed, the Contractor shall make the necessary changes only upon the receipt of a written order from the Corporation.
2. If the Corporation orders the Contractor to make a change from previously approved work or revisions that are inconsistent with written approvals or instructions previously given, the Contractor shall make said changes only after receiving a written order from the Corporation.
3. The Corporation will not unreasonably request revisions nor unreasonably withhold final acceptance of work by the Contractor.

ARTICLE III

Time of Performance

The Contractor shall commence work as provided herein on or about _____ and shall complete performance by _____. Up to two one-year extensions may be granted at the sole discretion of the Corporation. If an extension is required as a result of circumstances beyond the reasonable control of the Contractor and without fault of the Contractor, reasonable extensions may be granted at the sole discretion of the

Corporation. No such extension shall be valid unless it is in writing and signed by the officers of the Corporation. In the event of such an extension, all other terms and conditions of this Contract, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing, authorizing such extension.

ARTICLE IV
Payment for Services

1. The total amount payable to the Contractor for all services provided hereunder and related expenses shall not exceed the sum of (\$100,000.00) dollars, which shall be disbursed in the manner described in Section 2, hereunder. This amount shall include all personnel expenses and costs incurred by the Contractor, herein, including but not limited to fringe benefits, such as pension, taxes and health insurance costs.
2. Method of Payment. The Corporation shall make payment to the Contractor with payment to be made from the Corporation to the Contractor upon receipt by the Corporation of the Contractor's invoice for deliverables and/or services performed. Contractor will submit invoices to the Director of OWD for services and deliverables for review and approval in accordance with the payment schedule included in **Exhibit A.**

ARTICLE V
Intellectual Property Rights, Publicity Publication,
Reproduction and Use of Contract Materials

1. The Consultant may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Consultant shall provide to the Corporation an irrevocable, nonexclusive royalty free license to reproduce, publish, or otherwise use or authorize others to use copyrighted material.
2. The Consultant may disseminate, publish, or reproduce other documents produced in whole or in part pursuant to this Contract provided that the Consultant furnishes to the Corporation copies of any such material.

All reports prepared by the Consultant under this Contract for presentation to the Corporation shall become and remain the sole property of the Corporation. All information provided to the Consultant by this Corporation shall remain the property of the Corporation and shall not be released or disclosed by the Consultant to any unauthorized parties without the express written consent of the Corporation. The Report will be cobranded by Consultant, City of Boston, and the Michael and Susan Dell Foundation.

ARTICLE VI

Confidentiality, Protection of Personal Data and Information, and Rights to Data

The Contractor agrees to maintain the security and confidentiality of all Corporation Data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and s. 66A. The Contractor is required to comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. Provided further that any Contractor having access to credit card or banking information of Corporation or its customers certifies that the Contractor is PCI-DSS compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation of compliance during the Contract; provided further that the Contractor shall immediately notify the Corporation in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Corporation and provide access to any information necessary for the Corporation to respond to the security breach and Contractor shall be fully responsible for any damages associated with the Contractor's breach including but not limited to M.G.L. c. 214, s. 3B.

The Corporation and Contractor agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the Corporation, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. "Data" means any information, or other content that the Corporation, the Corporation's employees, agents and end users upload, create or modify using the goods or services pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the Corporation's Data may be ascertainable. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized. Corporation may access and download the Data during the Term of this Agreement.

ARTICLE VII Assignability

The Contractor shall not assign or transfer its respective interest in this Contract without the written consent of the Corporation.

ARTICLE VIII

Independent Contractor

Pursuant to the Independent Contractor Law (M.G.L. c. 149, s. 148B), Contractor understands and agrees that it is an independent contractor and no provision of this Agreement shall be construed as creating an agency or employment relationship between the Corporation and the Contractor or the Contractor's employees.

ARTICLE IX

Release of EDIC

In consideration of the execution of this Contract by the Corporation, the Contractor agrees that simultaneously with the acceptance of what the Corporation tenders as the final payment under this Contract, the Contractor will execute, and deliver a release of all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Contract. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the Contractor.

ARTICLE X

Indemnification

Contractor agrees to indemnify, defend and hold harmless the Corporation, its officers, agents and employees from all liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, sub-contractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract.

Further, the Contractor will, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Corporation, its officers, agents, and employees, from all liabilities, suits, claims, damages, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. intellectual property rights, including copyright and patent, by any goods or services provided hereunder, provided, that the foregoing obligation shall not apply to the extent of an action or claim resulting from the Corporation's misuse of Contractor's goods or services.

ARTICLE XI

Severability Provision

If any provisions of this Contract shall be determined to be unlawful or invalid, the validity of the remainder shall not thereby be affected unless the intent of this Contract is substantially changed.

ARTICLE XII

Termination of Agreement

This Contract may be terminated by the Corporation or the Contractor upon immediate written notice should the other party fail to perform substantially in accordance with its terms through no fault of the other. In the event of termination, the Contractor shall be compensated for services performed prior to the date of termination.

ARTICLE XIII

Compliance with Conflict of Interest Laws

Contractor warrants and represents to Corporation that, to the best of its knowledge, no employee of the Corporation who has participated in the preparation or negotiation of this Contract, or who will participate in the execution of this Contract, nor such employee's spouse, their parents, children, brothers or sisters, nor such employee's partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Contract, except as permitted under M.G.L., c. 268A, s.6. Contractor further warrants and represents to Corporation that, to the best of its knowledge, no employee of the Corporation has a financial interest, either directly or indirectly, in the Contract except as permitted under M.G.L. c. 268A, s.7.

ARTICLE XIV

Governing Law and Jurisdiction

This Contract shall be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Both parties hereto hereby agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Contract.

ATTACHMENT B

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature of individual submitting proposal)

(Name of business)

ATTACHMENT C
NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Consultant agrees:

1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, creed, national origin, age, sex or sexual preference and shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.
2. The Consultant shall provide information and reports requested by OWD pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by OWD to affect the Consultant's obligations.
3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.
4. The Consultant's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which EDIC may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.
5. The Consultant shall indemnify and save harmless EDIC and OWD from any claims and demands of third persons resulting from the Consultant's non-compliance with any provisions hereof.

Signed

By: _____

Title: _____

Date: _____

ATTACHMENT D
CERTIFICATE OF COMPLIANCE WITH LAWS

Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury the Consultant, with Department of Career Services (DCS) ID Number _____ has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

Compliance may be certified if the Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner of DET, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to M.G.L. c. 151 A, §19A(c).

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that the Consultant:

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers childcare tuition assistance, or on-site or near-site subsidized child care placements.

Revenue Enforcement Protection Program

Pursuant to M.G.L. c. 62C, §49A, the undersigned hereby certifies that the Consultant's Social Security or Federal Identification No. is _____, and that to the best of his/her knowledge and belief, the Consultant has filed all state tax returns and paid all state taxes required by law.

Signed this ____ day of _____, 2024.

BY: _____