



# **REQUEST FOR PROPOSALS**

## **RFP # 003/05-24/MNRECC**

### **RADIO AND EMERGENCY COMMUNICATION SYSTEM CONSULTANT SERVICES**

**May 31, 2024**

Due Date: June 20, 2024, at 11:00 AM

Late Proposals Will Be Rejected

**DELIVER COMPLETED SUBMISSIONS TO:**

**MNRECC**

Whitney Morgan, Executive Director

400 Revere Beach Parkway, Revere, MA 02151

Phone: 781-629-9260

e-mail: [wmorgan@mnrecc.org](mailto:wmorgan@mnrecc.org)

**MNRECC**  
400 Revere Beach Parkway  
Revere, MA 02151

**INVITATION FOR PROPOSAL**

Sealed proposals for furnishing the following will be received at the MNRECC, 400 Revere Beach Parkway, Revere, MA 02151 until the time specified below at which time the proposals will be opened. The time received will be stamped on each proposal and for a consistency of time, the time clock in the Office of the Executive Director will be the determining time.

<b><u>ITEM</u></b>	<b><u>OPENING</u></b>
Proposal No. RFP 003/05-24/MNRECC	June 20, 2024 @ 11:00
A.M. Radio and Emergency Communications Systems Consultant Services	

Bid Documents and bid forms may be obtained on the MNRECC webpage at <https://www.mnrecc.org/>.

No proposer may withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.

**There is No Security required with this proposal.**

The bidding and award of this contract will be under the provisions of M.G.L. Chapter 30B.

The MNRECC is an affirmative action/equal opportunity purchaser.

The MNRECC reserves the right to accept or reject, in whole or in part, any or all proposals or take whatever other action may be deemed necessary to be in the best interest of the MNRECC.

Whitney Morgan  
Executive Director

ADV: Revere Journal June 5, 2024  
COMMBUYS June 5, 2024

**RFP # 003/05-24/MNRECC**  
**COVER SHEET**

The MNRECC reserves the right to reject any or all Bids, to omit any item or items called for, or to accept the bids(s) deemed in the best interest of the MNRECC. One Original and Five (5) copies of the technical proposal and one separately sealed price proposal must be submitted **on or before 11:00 AM on Thursday, June 20, 2024**, to:

Whitney Morgan, Executive Director  
MNRECC  
400 Revere Beach Parkway  
Revere, MA 02151

The envelope containing the proposal and required information must be sealed and marked with Proposer's name, title of proposal, RFP number, and date of opening. The Proposer must sign all required signature pages for the proposal to be considered.

The Proposer acknowledges receipt of the following **ADDENDA** \_\_\_\_\_

**BUSINESS/INDIVIDUAL NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP CODE** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**INDIVIDUAL/AUTHORIZED SIGNATURE** \_\_\_\_\_

**AUTHORIZED OFFICER NAME (print)** \_\_\_\_\_

**DATE** \_\_\_\_\_

By signing above, the authorized officer is certifying that a complete examination of all bid/rfp documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

**All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Attestation Form. Failure to do so will result in the bid being unresponsive and rejected.**

**If bidder/proposer is a co-partnership**, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

**If bidder/proposer is a corporation**, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.

The MNRECC reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the MNRECC.

## **PART 1. GENERAL INFORMATION**

### **1.1 PROCUREMENT DESCRIPTION**

The MNRECC, is issuing this Request for Proposal to hire a qualified person to provide Radio and Emergency Communications Systems Consultant Services for the MNRECC.

Any contract that results from this procurement shall begin in or around **July 1, 2024**, and end on **June 30, 2025**. At that time, the MNRECC, in its sole discretion, will have the option to extend the contract for two additional years, in one-year increments.

### **1.2 APPLICABLE LAW**

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B, Section 6.

### **1.3 APPROVAL**

Any contract that may result from the procurement shall be subject to the approval of the MNRECC Executive Director, or their designee.

### **1.4 INCORPORATION BY REFERENCE**

All requirements, specifications, terms, conditions, and addenda issued and as described in this Request for Proposals shall be incorporated by reference into any contract that may result.

### **1.5 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within thirty (30) days after the proposal opening. The time for award may be extended for up to 45 days by agreement between the MNRECC and the most advantageous proposer.

### **1.6 RIGHT TO CANCEL/REJECT**

The MNRECC reserves the right to cancel this RFP or reject in whole or in part all proposals if the MNRECC determines that cancellation or rejection serves the best interests of the MNRECC.

### **1.7 TAXATION**

Purchases made by the MNRECC are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing.

Copies of the MNRECC's tax exempt paperwork shall be available upon request of the selected contractor.

### **1.8 OBTAINING THE REQUEST FOR PROPOSAL**

The Request for Proposal shall be available June 5, 2024.

The Request for Proposal and related documents shall be available for free download from the MNRECC's webpage located on the MNRECC's website at [www.mnrecc.org](http://www.mnrecc.org).

## **PART 2. INSTRUCTIONS TO PROPOSERS**

### **2.1 REQUIREMENTS AND SUBMISSIONS**

Below please find a description of the requirements and submissions that must be included as part of a proposal. Proposals must be sealed and marked as noted.

#### **2.1.1 PRICE PROPOSAL FORM**

Every proposal must include a completed 'Price Proposal Form.' See attached. The price proposal shall be separately sealed and labeled as "Price Proposal."

#### **2.1.2 NON-PRICE/TECHNICAL PROPOSAL**

Each proposal must include a Non-Price/Technical Proposal submittal, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

##### NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

##### TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

##### CORPORATE BIDDER FORM AND/OR SIGNATURES FORM

If a corporation is submitting the proposal the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' and "Signatures Form" attached.

##### PLAN OF SERVICES

The Plan of Services should include, but is not limited to:

- Overview of company/organization
  - Structure/history/background.
  - Location (principal place of business)
  - Key personnel (resumes/profiles)

- Project Deliverables – demonstrate your organization has the technical services, resources, and capacity available to it to complete the Scope of Services
- Credentials
- Examples of similar work performed in similar sized organizations.
- At least three references (municipal references preferred).
- See the Scope of Services for further details on proposal submittal requirements.

## **2.2 PROPOSAL DELIVERY**

Below please find a description of the way sealed proposals must be submitted. Price and Non-Price Proposals must be separately sealed and labeled.

### **2.2.1 DUE DATE AND TIME**

Proposals shall be received by the Office of the Executive Director on or before, June 20, 2024, at 11:00 AM.

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the Time Clock in the Office of the Executive Director will be the official determining time. Proposals submitted via email or facsimile will not be accepted.

### **2.2.2 ADDRESS**

Sealed proposals shall be delivered to the MNRECC, Executive Director Whitney Morgan, 400 Revere Beach Parkway, Revere, MA 02151.

### **2.2.3 HOURS OF OPERATION**

Proposals must be delivered during the normal hours of operation of the MNRECC: 8:30 AM – 4:30 PM Monday through Friday.

### **2.2.4 COPIES**

Proposers must submit one (1) original and five (5) copies of the technical proposal and one separately sealed price proposal.

### **2.2.5 LABELING**

Price and Technical proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

## **2.3 SIGNATURES**

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed (See attached “Signatures Form” and “Corporate Vote Form”).

## **2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS**

### **2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION**

Questions concerning this Request for Proposal must be submitted in writing to: Whitney Morgan at [wmorgan@mnrecc.org](mailto:wmorgan@mnrecc.org) at least five (5) days prior to the proposal opening date. Written responses will be mailed to all proposers on record as having picked up the Request for Proposal.

#### **2.4.2 CHANGES**

If any changes are made to this Request for Proposal, addenda will be issued on the website.

#### **2.4.3 MODIFICATIONS AND WITHDRAWALS**

A proposer may correct, modify, or withdraw a bid by written notice received by the MNRECC prior to the time and date set for bid opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the Request for Proposal.

After the proposal opening a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the MNRECC or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended proposal are clear on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clear on the face of the proposal document, but the intended correct proposal is not similarly evident.

#### **2.5 UNFORESEEN OFFICE CLOSURES**

If, at the time of the scheduled proposal opening, the MNRECC is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until the next normal business day and at the same scheduled time as the original deadline. Proposals will be accepted until that date and time.

### **PART 3. EVALUATION & SELECTION**

#### **3.1 MINIMUM REQUIREMENTS**

See below for further information regarding minimum requirements and qualifications of the vendor.

#### **3.2 SCOPE OF SERVICE**

See below for further information on the Scope of Service.

#### **3.3 COMPARATIVE CRITERIA**

See below for further information relative to the comparative criteria which be utilized to rank the proposals.

#### **3.4 RULE FOR AWARD**

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein, as well as price.

### **3.5 SELECTION PROCESS**

Following the deadline for receipt of proposals, the Executive Director will open the non-price proposals and prepare a register of proposals submitted. The non-price proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFP. The evaluation committee shall notify the Executive Director which proposal was deemed most advantageous. The Executive Director will then open and evaluate the price proposals and award the contract to the most advantageous proposal considering the evaluation criteria and price.

## **PART 4. TERMS & CONDITIONS**

### **4.1 TERM OF CONTRACT**

The contract period for the initial term shall commence on or around July 1, 2024, and terminate on or around June 30, 2025. At that time, the MNRECC, in its sole discretion, will have the option to extend the contract for two additional years, in one-year increments.

### **4.2 ASSIGNMENTS AND SUBCONTRACTING**

The selected contractor(s) shall not assign, sell, subcontract, or otherwise transfer any interest in this contract without the prior written consent of the MNRECC.

### **4.3 PAYMENT**

The MNRECC shall make every effort to furnish payment within thirty (30) days of receipt of a detailed invoice. Any invoice received must reference the contract or RFP number.

### **4.4 INSURANCE REQUIREMENTS**

See Attachment F, the MNRECC's Standard Contract under Supplement "S" for all information relative to insurance requirements.

### **4.5 INDEMNIFICATION**

The Contractor shall indemnify, defend and save harmless the MNRECC, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the MNRECC for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the MNRECC's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of this indemnification.

### **4.6 FEDERAL AND STATE LAW**

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.



#### 4.7 SAMPLE CONTRACT

See "Sample Contract" attached.

### **PART 5: PROCESS AND TIMELINE**

#### **Submission of Proposals**

Each Contractor must furnish all requested information in the formats specified by this RFP. Promotional materials and other "fluff" documents are not wanted and will not be considered as meeting any of the requirements of this RFP.

Each proposal must include a letter of transmittal containing the signature of an authorized representative of the prime Contractor and not more than two individuals authorized to negotiate and sign a contract with the MNRECC on behalf of the prime Contractor. The transmittal letter should be addressed to the MNRECC's Executive Director, Whitney Morgan, and shall not exceed two pages in length.

All Contractors responding to this RFP will submit **non-price** and **price** proposals, packaged in **two** separate sealed and marked envelopes as outlined below:

**A. Sealed Envelope #1, with a bound original and five bound copies of the following:**

1. Transmittal Letter
2. Technical/Non-Price and Business Proposal
3. Plan for Services
4. All required signature sheets as applicable
5. Required Tax Compliance Certification, Certificate of Non-Collusion, and Corporate Vote Form

**B. Sealed Envelope #2, with one original:**

- I. Price Proposal

The content of each section of the non-price proposal must be as described in the instructions in "RFP Response Requirements" below. In accordance with the State's procurement process, Contractors must not include any cost information in any part of the Technical and Business Proposal or Plan for Services.

A sealed package containing the bound original and five bound copies of the Technical and Business Proposal, Plan for Services and Evaluation Criteria forms must be labeled as follows:

(Contractor Name): Radio and Emergency Communications Systems Consultant Services:  
**Technical Proposal**

A separate sealed package containing one original of the Cost Proposal must be labeled as follows:

(Contractor Name): Radio and Emergency Communications Systems Consultant Services:  
**Price Proposal**

Proposal packets must be delivered to the MNRECC Executive Director Whitney Morgan no later than Thursday, June 20, 2024, at 11:00 AM. The time received will be stamped on each proposal and for consistency, the wall clock in the Office of the Executive Director will be the determining

time. These proposal packets must be delivered to the following location:

Whitney Morgan  
Executive Director  
MNRECC  
400 Revere Beach Parkway  
Revere, MA 02151

Delivery will be at the Contractor's expense. All damages that may occur due to packaging or shipping will be the sole responsibility of the Contractor.

**RFP Response Requirements**

All Proposals must provide information relating to the following sections in sufficient detail with supporting documentation to allow the MNRECC's evaluation committee to conduct a fair and informed selection:

**1. Technical/Non-Price and Business Proposal**

A. Transmittal Letter

B. Corporate Profile (including all sub-contractors)

C. Prior Project Experience

1. A list of similar projects performed within the past five years, and any ongoing projects, listing client contacts (government agencies and/or consultants) that can speak knowledgeably about the Contractor's abilities, experience, and skills. The list must include client name, address, name of contact person, position, and telephone numbers, with a brief description of the relevant work performed for each client and highlighting the elements of that project that are similar to this project. Each sub-contractor should provide at least three client contacts. (The proposal evaluation team, at its option, may request further references to clarify specific claimed experience.)
2. Documentation to support the Contractor's ability to provide the necessary services, including resumes and past project descriptions.
3. Documentation, where applicable, to support that the Contractor meets the minimum requirements as specified in the Minimum Evaluation Criteria.

D. Project Staffing

Each Contractor must demonstrate expertise and available staff to be assigned to the project. The names and resumes of all personnel to be assigned to this project must be provided to the MNRECC prior to commencement of the survey.

E. Required Support from the MNRECC

A description of any support needed from the MNRECC, other than availability of appropriate individuals to meet with the Contractor(s) for coordination purposes.

## **2. Plan for Services**

**3. Required Signature Pages:** Tax Compliance Certification, Certificate of Non-Collusion, Corporate Vote Form

**4. Price Proposal** (to be submitted in a separately sealed envelope)

The Contractor must provide a cost proposal for the scope of services and a detailed budget illustrating expenditures by tasks to be performed. The Contractor shall submit a firm offer of total cost per mile of survey to provide the services to complete the necessary tasks.

A separate Fee Schedule for Additional Services is to be submitted along with the Cost Proposal. This fee schedule should include hourly rates of individuals (with applicable multiplier for overhead and benefits) for additional services that the MNRECC may request.

### **Questions**

Questions pertaining to the RFP must be sent in writing, via e-mail, to Whitney Morgan at [wmorgan@mnrecc.org](mailto:wmorgan@mnrecc.org). The MNRECC will take written questions up to 4:00 PM on Friday June 14, 2024, The MNRECC will respond to questions in writing and email copies of the response to all plan holders of record in the form of an addendum.

### **Clarification of Proposals**

The Contractor of any proposal may be required to discuss or clarify the proposal with the MNRECC at any time during the evaluation and selection process.

### **Evaluation of Proposals**

The Evaluation Criteria are contained in attachments to be submitted with the proposal:

- Minimum Criteria which must be met by Contractors to be considered responsive.
- Comparative Evaluation Criteria which will be applied to responsive Contractors who have met the Minimum Criteria.

An evaluation committee, consisting of a minimum of three staff, will first examine all proposals for acceptability and comparison to the Minimum Criteria. Any proposal determined to be non-responsive to any of the Minimum Criteria of this RFP will be subject to disqualification without further evaluation. The committee may determine that the non-responsiveness is not substantial and can be clarified, as provided in the above paragraph. In such cases, the committee may allow the Contractor to make minor corrections, except to the Cost Proposal, and apply the change in the evaluation.

Subsequently, the evaluation committee will examine all proposals that meet the minimum criteria in comparison to the comparative evaluation criteria. Each proposal will be ranked based on the comparative evaluation criteria prior to the Cost Proposal being opened.

The evaluation committee may request interviews with the project leader identified by the Contractor as part of the evaluation process or prior to awarding the contract.

After opening and reviewing all proposals, including cost proposals, and following any interviews, the evaluation committee will decide on the successful Contractor for contracting with the MNRECC. The evaluation committee reserves the right to require clarifications of any proposals.

**Rejection of Proposals**

The MNRECC reserves the right to reject all proposals received in response to this RFP. A proposal may be rejected if the firm:

1. Fails to adhere to one or more of the provisions established in the RFP;
2. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein;
3. Fails to meet the minimum criteria as specified in this RFP;
4. Fails to submit its proposal to the required address on or before the specified submission deadline;
5. Misrepresents its services or provides demonstrably false information in its proposal, or fails to provide material information;
6. Fails to submit required Cost Proposal.

**Contractor Selection**

Following the procedures previously described, the MNRECC will make a decision regarding selection of the Contractor with whom it wishes to enter a contract. The supplier of these services will be selected based upon weighing the relative merits of proposals submitted by competing Contractors, taking into consideration the proposals’ relative merits and costs. This may not necessarily be the lowest cost.

**Schedule of Events for RFP**

The MNRECC intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed to provide adequate information for Contractors to prepare definitive proposals and to permit the MNRECC to fully consider various factors that may affect its decision. These dates will be observed. However, should conditions warrant changing any of them, Contractors will be notified.

<b>Event</b>	<b>Date</b>
Newspaper Advertising/ COMMBUYS	June 5, 2024
Written Questions Due	June 14, 2024 @ 4:00 PM
Proposal Due	June 20, 2024 @ 11:00 AM

**Uniform Proposals**

To enable the MNRECC to perform a fair comparative analysis and evaluation of proposals, it is desired that a uniform format be employed in structuring each proposal. The required format is specified earlier under “RFP Response Requirements” in this RFP.

**Contractor's Examination of the RFP**

Contractors must examine all information and materials contained in and accompanying this RFP. Failure to do so will be at the Contractor's risk. This will include, but not be limited to, all relevant state and federal laws and regulations.

### **Responsibilities of the Contractor**

The successful Contractor will be required to assume total responsibility for the completion and delivery services offered in this proposal.

The MNRECC will consider the successful Contractor to be the sole point of contact regarding all contractual matters, including performance or service of subcontractors, unless otherwise stated.

Prior to final selection, Contractors may be required to submit any additional information, which the MNRECC may deem necessary to determine the Contractor's qualifications to respond to the RFP.

### **Firm Price**

Prices offered by the Contractor will be firm and not subject to increase during the term of any contractual agreement arising between the MNRECC and the successful Contractor because of this RFP. Do note however, the MNRECC, in accordance with MGL CH. 30B, reserves the right to negotiate the price offered by the proposer who is ranked as the most advantageous.

The MNRECC reserves the right to reject any or all proposals; to issue additional solicitations for proposals and/or addenda to this Scope of Services; to waive any irregularities in proposals received after notification to affected Contractors; to select any proposal as the basis for negotiation of a contract and to negotiate with Contractors for amendments or other modifications to their proposals; to conduct investigations with respect to the qualifications of each Contractor; to exercise its discretion and apply its judgment with respect to any aspect of the Scope of Services, the evaluation of proposals, and the negotiation and award of any contract; to enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals; to perform any of the proposed tasks in-house with MNRECC staff; to select the proposal that best satisfies the interests of the MNRECC and not necessarily on the basis of price or any other single factor.

**Non-appropriation of funds** – If sufficient funds are not appropriated for this project in the next fiscal year, The MNRECC may terminate this contract and shall not be obligated to make any further payments.

### **Open Procurement**

1. The Contractor should include any latitudes, prohibitions or limitations placed on the provision of services presented in the proposal. If some services cannot be provided as specifically provided for in the RFP, this should be stated. The objective is to clarify all procurement options.
2. The MNRECC reserves the right to accept or reject any or all proposals in whole or in part.

### **Execution of Contract**

1. Upon the acceptance of a Contractor's proposal, the MNRECC will incorporate into its standard contract form (see attached Sample Contract), appropriate specifics for this procurement and submit the contract to the Contractor for signing. If the Contractor fails, neglects, or refuses to execute the contract within a specified number of days after receiving a copy of the contract from the MNRECC, the MNRECC may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

2. Incorporated by reference into the contract which is to be entered into by the MNRECC and the Contractor pursuant to this RFP will be:
  - A. All the information presented in or with this RFP and the Contractor's response thereto, and
  - B. All written communications between the MNRECC and the Contractor whose proposal is accepted.A designated official of the Contractor and the MNRECC shall execute the contract.
3. Before a contract may be executed by the MNRECC, the Contractor will be required to provide:

Evidence of insurance as described in its entirety in the Sample Contract attached.

#### **No Assignment**

Assignment by the Contractor to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the MNRECC unless approved in advance by the MNRECC in writing.

#### **Confidentiality**

Under the Massachusetts General Laws, the MNRECC cannot assure the confidentiality of any materials or information that may be submitted by a Contractor in response to this RFP. Thus Contractors who choose to submit confidential information do so at their own risk.

#### **Rights to Submitted Material**

All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Contractors shall become the property of the MNRECC when received.

#### **Non-Discrimination in Employment and Affirmative Action**

1. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including Title VII of the Civil Right Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the Contractor of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the Contractor agrees to cooperate with MCAD in the investigation and disposition of complaint or claim.
3. In the event of the Contractor's non-compliance with the provisions of this section, the MNRECC shall impose such sanctions as it deems appropriate, including but not limited to the following:
  - A. Withholding of payments due the Contractor until the Contractor complies; and
  - B. Termination or suspension of any contract or agreement pursuant to this RFP.

#### **Force Majeure**

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. But the failure or delay must be

beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **PART 6. Purchase Description / Scope of Service/Requirements and Evaluation**

### **a. General description:**

The MNRECC is seeking an experienced Radio and Emergency Communications Systems consultant to provide expert advice and assistance concerning Information Radio and Emergency Communications Systems operations at the MNRECC at 400 Revere Beach Parkway, Revere MA 02151.

The Metro North Regional Emergency Communications Center (MNRECC) operates the city of Revere and the town of Winthrop's combined emergency communications and 911 Center (ECC) located at the Revere Police Department. We transfer to other agencies for emergency medical service (EMS) and other resources. ECC staff also handles emergency calls dealing with in-progress emergencies and non-emergency calls annually regarding quality-of-life issues related to noise, traffic, lost property, and after-hours information for the communities we serve.

### ***TEAM***

The MNRECC is run by the Executive Director. The Executive Director is assisted by the Assistant Director. The Executive Director works with the Administrative Board to develop the operational standards of the MNRECC. The Administrative Board is made up of the Mayor of Revere or his/her designee, Town Administrator of Winthrop, Police and Fire Chiefs of the city of Revere and town of Winthrop, and a seventh member appointed by the city of Revere. Our staffing complement is a total of twenty-six (26) certified telecommunicators made up of five (5) lead dispatchers, nine (9) ECC Supervisors, two (2) Administrative Supervisors, and one (1) Training Supervisor.

### **b. Contract term length and renewal options:**

The MNRECC's fiscal year begins on July 1 and ends on June 30.

All proposals must be based on a fiscal year. Year one shall begin July 1, 2024. The contract may continue for two additional one (1) year periods at the sole discretion of the MNRECC. The contract will have a fixed rate for each of the three periods and can be terminated for cause at any time or terminated by the MNRECC on either of the anniversary dates.

### **c. Pricing and pricing formats:**

The price proposal will require the fee for the service to be stated as a flat contract rate per year.

#### **d. Detailed Description of Services:**

The MNRECC requests proposals from qualified Radio and Emergency Communications Systems Consultants to operationally oversee and manage the technical system needs at the MNRECC.

#### **Tasks**

- a. Oversight of all Radio and Emergency Communications Systems required for operations at the MNRECC.
- b. Identify equipment and upgrade needs of existing systems.
- c. Manage Radio and Emergency Communications Systems contractors and conduct periodic testing, acceptance testing and review of as built and maintenance documentation.
- d. Meet regularly with Executive Director to discuss radio and emergency communications systems and technology system requirements associated with, but not limited to the following:
  - Console furniture features/layouts.
  - Console electronics.
  - Generator/UPS
  - Logging recording system interface
  - Master timesystem
  - CAD/RMS computer systems
  - CJIS data system
  - Mobile data system
  - Administrative telephone system
  - E-911 telephone system
  - Local radio equipment (Revere Police, Revere Fire, Winthrop Police, Winthrop Fire, Revere & Winthrop Schools, & Winthrop Harbormaster
  - FCC radio licenses
  - Radio desk sets
  - Antenna tower and foundation
  - Premise cabling for voice and data.
  - Locations of voice and data drops
  - Leased telephone lines
  - Reference material
  - Mapping
  - Access control system
  - CCTV system for Revere and Winthrop
  - Fire Alarm Circuits
  - Sig Comm Radio boxes
  - Sig Comm TRX 50
  - Zello Radio Comms & direct talk
  - Alarm systems
  - Zetron fire station alerting system
  - Remote door controls
  - Audio/Visual equipment (monitors, projectors, screens, etc.)
  - Conduit access



- e. Serve as point of contact with Verizon and the Commonwealth for non-emergency, E-911, and CJIS services and internet access.
- f. Update and manage the radio and emergency communications systems and technology systems budget.
- g. Review any documents regarding requirements for new and upgraded radio and emergency communications systems and provide comments.
- h. Coordinate with the Executive Director on all radio and emergency communications and technology systems to be procured and purchased.
- i. Prepare procurement specifications for various radio and emergency communications systems technology needs.

**Evaluation Criteria**

Only those consultants who submit all forms and materials as required in the RFP will be considered responsive and responsible consultants. The MNRECC has determined that the selection of the most advantageous offer for these services requires comparative judgment of factors in addition to cost. Each technical proposal meeting the minimum evaluation criteria shall be rated by an evaluation committee according to the comparative evaluation criteria set forth in this RFP. The evaluation committee shall determine a composite rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable for each proposal. Each composite rating shall be justified in writing. After a composite rating has been determined for each proposal, the committee shall open and review the cost proposals and determine the most advantageous proposal taking into consideration the ratings on all comparative evaluation criteria and the cost. If the evaluation committee selects a proposal that is not the least expensive, the evaluation committee shall explain in writing why the added benefits of the proposal justify the higher fee proposed by the consultant.

**MINIMUM EVALUATION CRITERIA**

In addition to addressing each of the items in the specification, the Proposer must submit, as part of his/her non-price proposal, the following minimum evaluation criteria. Initial the appropriate response to each criterion and include the required documentation in the Non-price (technical) proposal envelope. To be considered an eligible bidder, all respondents must answer the following questions affirmatively and provide supporting documentation as required.

**1. Has the respondent submitted all required forms?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**2. Does the respondent have a minimum of ten (10) years of Radio and Emergency Communications Systems consultant/management experience?**

True \_\_\_\_\_ False \_\_\_\_\_

**3. Does the respondent maintain professional liability insurance of \$1,000,000 and is it willing to list the MNRECC as an additional insured?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**4. Has the firm provided services in Radio and Emergency Communications Systems consulting and management for at least three (3) government agencies within the last eight (8) years?**

Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby state that I understand the minimum evaluation criteria and that I have initialed all the appropriate sections, and further, that I have attached the required information.

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**COMPARATIVE EVALUATION CRITERIA**

The following criteria reflect the MNRECC's objective to contract with a reliable and experienced vendor. A contractor shall be deemed unacceptable if the proposal is deemed non-responsive or if the minimum evaluation criteria are not met. However, once it has been determined that the proposal is responsive and the contractor has met all the minimum evaluation criteria, the proposals will be further evaluated by the MNRECC using the following comparative evaluation criteria. The proposer with the highest comparative rating will be selected, if submitted with an acceptable price proposal. The MNRECC will select the most advantageous overall proposal, which need not necessarily be the lowest cost proposal. Comparative criteria will be rated pursuant to the following categories: Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable.

**1. Experience in working with Massachusetts government agencies on a variety of radio and emergency communications systems consulting projects.**

- a. Highly Advantageous: At least Ten (10) years' experience working with a variety of MA government agencies.
- b. Advantageous: Five (5) to Ten (10) years' experience in working with MA government agencies.
- c. Not Advantageous: One (1) to Five (5) years' experience in working with MA government agencies.
- d. Unacceptable: No MA government agency experience.

**2. Ability to oversee and manage various radio and emergency communications systems system vendors providing service in 24/7 environment.**

a. Highly Advantageous: Proposer has demonstrable detailed experience managing multiple radio and emergency communications systems vendors in 24/environment.

b. Advantageous: Proposer has some experience managing multiple radio and emergency communications systems vendors in non 24/7 environments.

c. Not Advantageous: Proposer has no experience managing multiple radio and emergency communications systems vendors.

**3. Experience with Massachusetts Public Procurement Law.**

a. Highly Advantageous: Experience conducting radio and emergency communications systems procurement for public agencies in Massachusetts. Has MCPPO Certification.

b. Advantageous: Experience conducting radio and emergency communications systems procurement for public agencies in Massachusetts. Does not have MCPPO Certification.

c. Not Advantageous: Has no experience conducting radio and emergency communications systems procurement for public agencies in Massachusetts.

**4. Experience managing/consulting on radio and emergency communications systems operations in Police, Fire, Emergency Services Dispatch centers.**

a. Highly Advantageous: Proposer has demonstrable experience with radio and emergency communications systems operations in Police, Fire, or Emergency Service dispatch centers.

b. Advantageous: Proposer has some experience with radio and emergency communications systems operations in Police, Fire, or Emergency Services dispatch centers.

c. Not Advantageous: Proposer has no radio and emergency communications systems experience in Police, Fire, or Emergency Services dispatch centers.

**4. References**

- a. Highly Advantageous: At least three (3) references providing excellent feedback for radio and emergency communications systems services in environments similar to the MNRECC.
- b. Advantageous: At least three (3) references providing satisfactory feedback in environments similar to the MNRECC or excellent feedback for radio and emergency communications systems services in dissimilar environments.
- c. Not Advantageous: Meets neither category above.

**REQUEST FOR PROPOSAL NO. RFP 003/05-24/MNRECC**

**PRICE PROPOSAL SHEET**

**Marked as Follows:**

**Price Proposal – MNRECC Radio and Emergency Communications Systems Consultant Services.**

**Bidder's Name**

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**Name of Individual or Company Making Proposal**

The prices quoted below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The MNRECC will not pay for travel time, travel related expenses or those associated with copying or printing expenses.

We herewith propose to provide Radio and Emergency Communications Systems Consulting services in accordance with our technical proposal and otherwise as noted below.

**Price**

Year 1 of Contract. 7/1/2024 through 6/30/2025 \$ \_\_\_\_\_

Year 2 of Contract (1<sup>st</sup> optional extension year). 7/1/2025 through 6/30/2026 \$ \_\_\_\_\_

Year 3 of Contract (2<sup>nd</sup> optional extension year). 7/1/2026 through 6/30/2027 \$ \_\_\_\_\_

This proposal acknowledges addendum no. \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel. & Fax No. \_\_\_\_\_

E-Mail: \_\_\_\_\_

**CERTIFICATION OF GOOD FAITH & NON-COLLUSION**

The undersigned certifies under pains and penalties of perjury that this bid 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.

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of authorized individual submitting bid/proposal

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Business (if applicable)

\_\_\_\_\_  
Social Security or Federal Tax Identification Number

**SIGNATURES**

**(IF AN INDIVIDUAL)**

Date \_\_\_\_\_, 20\_\_\_\_

Signature of Bidder \_\_\_\_\_(SEAL) (Owner and Proprietor)

Business Name D/B/A \_\_\_\_\_ Business  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**(IF A CO-PARTNERSHIP)**

Date \_\_\_\_\_, 20\_\_

Firm Name \_\_\_\_\_(SEAL)

By \_\_\_\_\_(SEAL)

Business Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names and Addresses  
Of all Members of Firm \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
**(IF A CORPORATION)**

Date \_\_\_\_\_, 20\_\_\_\_

Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
President or Authorized Agent\*

Business Address \_\_\_\_\_

\_\_\_\_\_  
\*Statement of authorization, duly signed by proper authority, to be attached hereto.

**CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_ held on \_\_\_\_\_ at which all the \_\_\_\_\_ Directors were present or waived notice, it was voted that \_\_\_\_\_, \_\_\_\_\_ of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by \_\_\_\_\_, shall be binding upon this company.

A TRUE COPY ATTEST:

\_\_\_\_\_  
Clerk,

Date of this Contract

\_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_, that \_\_\_\_\_ is duly elected \_\_\_\_\_ of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.



# MNRECC

## Contract

### (GOODS / SERVICES)

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DATE: \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the MNRECC (the “MNRECC”), and

1. This is a Contract for the procurement of the following:
2. The Contract price to be paid to the Contractor by the MNRECC is:
3. Payment will be made as follows: Within thirty (30) days upon receipt of a detailed invoice.
4. Definitions
  - 4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the MNRECC. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the MNRECC to ensure that the goods or services are complete and are as specified in the Contract.
  - 4.2 Contract Documents: All documents relative to the Contract including (where used) Invitation to Bid, Request for Proposals, Instructions to Bidders/Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period or proposal. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.
  - 4.3 The Contractor: The “other party” to any Contract with the MNRECC. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the Contract. Use of the term “Contractor” shall be understood to refer to any other such label used. The Contractor’s relationship to the MNRECC is that of an independent contractor and not that of an agent or employee of the MNRECC. There is no relationship of employment or agency between the MNRECC and the Contractor and neither party shall have or exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Contract which the parties view as consistent with their independent contractor relationships.

- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2025, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the MNRECC, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the MNRECC Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation

Notwithstanding anything in the Contract documents to the contrary, all payments which the MNRECC is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the MNRECC Accountant. The MNRECC may immediately terminate or suspend this Agreement without liability on the part of the MNRECC for damages, penalties, or other charges in the event the appropriation(s) funding this Agreement is terminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Agreement.

7. Permits and Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default

8.1 Without Cause. The MNRECC may terminate this Contract at its sole discretion on seven (7) calendar days' notice when in the best interests of the MNRECC by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the MNRECC to be in default of any term or condition of this Contract, the MNRECC may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the MNRECC; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the MNRECC, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the MNRECC as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and MNRECC bylaws and/or regulations.

## 9. The Contractor's Breach and the MNRECC's Remedies

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the MNRECC shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the MNRECC may keep the whole or any part of the amount for expenses, losses and damages incurred by the MNRECC because of procuring services because of any failure, omission, or mistake of the Contractor in providing services as provided in this Contract.

## 10. Statutory Compliance

10.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the Massachusetts General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

M.G.L. Chapter 30B – Procurement of Goods and Services.

- 10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and MNRECCs, such law or regulation shall control.
- 10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.
- 10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, Scope of Business or Contract for this work in violation of any such law, by-law, regulation, order, or decree, it shall forthwith report the same in writing to the MNRECC. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the MNRECC, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest

Both the MNRECC and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the MNRECC that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Affirmative Action; Non-Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not

discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Condition of Enforceability Against the MNRECC

This Contract is only binding upon, and enforceable against, the MNRECC if: (1) the Contract is signed by the MNRECC Executive Director or its designee; and (2) endorsed with approval by the MNRECC Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the MNRECC Counsel as to form.

15. Corporate Contractor

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate or if a Limited Liability Corporation, a Manager's Certificate, or other documentation satisfactory to the MNRECC certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contractor executes the Contract. This Contract shall not be enforceable against the MNRECC unless and until the Contractor complies with this section.

16. Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the MNRECC shall be individually or personally liable on any obligation of the MNRECC under this Contract.

17. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless the MNRECC, its officers, attorneys, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the MNRECC for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this Contract.

In any and all claims against the MNRECC or any of their agents or employees by any employee of the

Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The duty to defend, indemnify and hold harmless shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the MNRECC from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the Work.

#### 18. Workers Compensation Insurance

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor shall indemnify the MNRECC for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the MNRECC evidence of such insurance prior to the execution of this Contract in a form satisfactory to the MNRECC before the same shall be binding on the parties thereto, except if specifically waived by the MNRECC.

- 18.1 The Contractor further understands and agrees that in rendering services to the MNRECC under this Contract that the Contractor is an independent contractor and not an employee of the MNRECC, that the Contractor is not covered by the MNRECC's Workers' Compensation, or liability insurance, that the Contractor shall not make any claim against the MNRECC, its officers, agents and employees and that the Contractor indemnifies, holds harmless, and releases the MNRECC from any claims of the Contractor or of any other party that may arise in whole or in part out of or in connection with the work being performed by the Contractor.

#### 19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the MNRECC, except as otherwise required by law. The Contractor shall comply with the provisions of

Chapter 66 and Chapter 66A of the General Laws of Massachusetts as they relate to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy, and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the MNRECC, in the United States or any other country. The MNRECC shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute, and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the MNRECC shall vest in the MNRECC. The Contractor shall always, during or after termination of this Contract, obtain the prior written approval of the MNRECC before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

20. Confidentiality

The Contractor shall comply with M.G.L. Ch. 66A if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other MNRECC data in the Contractor’s possession or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the MNRECC’s public records, documents, files, software, equipment, or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The MNRECC shall have access during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Assignment

The Contractor shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the MNRECC.

23. Subcontracting By Contractor

Any subcontract entered by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the MNRECC and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty,

obligation, responsibility, or liability arising under this Contract. The MNRECC is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

24. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, MNRECC personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the MNRECC.

25. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will always comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the MNRECC with the information described in General Laws Chapter 149, §27B.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the MNRECC may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

27. Payment

The MNRECC agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the MNRECC of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty, or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.



29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. All proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the MNRECC by being sent to the MNRECC Executive Director, 400 Revere Beach Parkway, Revere, Massachusetts 02151.

31. Binding on Successors

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

32. Complete Contract

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

33. Contractor Certifications

33.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

33.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity, or group of individuals.

33.3 Qualifications. The Contractor certifies it is qualified and shall always remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards

for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

- 33.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.
- 33.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. Ch. 29, §29F, M.G.L. Ch. 30, §39R, M.G.L. Ch. 149, §27C, M.G.L. Ch. 149, §44C, M.G.L. Ch. 149, §148B and M.G.L. Ch. 152, §25C.

34. Additional Provisions:

34.1 Applicable to Contracts for the Procurement of Goods

34.1.1 "Goods" shall mean Goods, Supplies, or Materials, as described in the Contract.

34.1.2 Change Orders:

Change orders may not increase the quantity of services by more than twenty-five (25.0%) percent, in compliance with Massachusetts General Laws Chapter 30B, §13.

This Contract for purchase includes the following delivery, installation, or setup requirements:

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34.2 Applicable to Contracts for Services

34.2.1 "Services" shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

34.2.2 Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the total contract price by more than twenty-five (25%) per cent and shall be, in compliance with General Laws Chapter 30B, §13.

34.2.3 Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of

the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will always comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the MNRECC with the information described in General Laws Chapter 149, §27B.

34.2.4 Insurance:

The Contractor shall obtain and maintain the following insurance:

34.2.4.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.

34.2.4.2 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.

34.2.4.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 Million per person, or \$1 Million combined single limit.

34.2.4.4 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the MNRECC from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the work.

34.2.4.5 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements acceptable to the MNRECC signifying adequate coverage in effect in accordance with the requirements of this Contract for the duration of the contract must be submitted to the MNRECC prior to execution of this Contract by the MNRECC, with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit copies of all policies to the MNRECC within 7 days of such a request. The Massachusetts Commissioner of Insurance shall authorize all insurance carriers to do business in the Commonwealth of Massachusetts.

34.2.4.6 The MNRECC and its employees and officials shall be named as an additional insured on the above referenced liability policies, except for Workers Compensation, and the Contractor's insurance shall be primary and non-contributory with respect to any other coverage available to additional insureds. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

Contractual liability must recognize the indemnities contained in this Agreement.

34.2.4.7 Coverages are to be maintained for a period of 3 years after final payment.

34.2.4.8 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.

34.2.4.9 The above referenced liability policies shall include a Waiver of Subrogation in favor of the MNRECC.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE MNRECC

THE CONTRACTOR

\_\_\_\_\_  
MNRECC Executive Director Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Federal Identification No:

APPROVED AS TO FORM:

\_\_\_\_\_  
MNRECC Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
MNRECC Accountant Date