

# **REQUEST FOR PROPOSALS RFP NO. 002/09-23/MNRECC**

**ONGOING NETWORK MAINTENANCE AND  
HELP DESK SUPPORT FOR THE MNRECC**

**September 22, 2023**

**PROPOSALS DUE:**

**October 26, 2023 at 11:00AM**  
Late Proposals Will Be Rejected

**DELIVER COMPLETED SUBMISSIONS TO:**

**Whitney Morgan**  
**Executive Director**  
Metro North Regional Emergency Communications Center  
400 Revere Beach Parkway  
Revere, MA 02151  
[wmorgan@mnrecc.org](mailto:wmorgan@mnrecc.org)

**RFP No. 002/09-23/MNRECC**

Metro North Regional Emergency Communications Center

**COVER SHEET**

The MNRECC reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the proposal(s) deemed in the best interest of the MNRECC. One Original and Five (5) copies of the proposals and a digital copy (thumb drive), and one separately sealed price proposal must be submitted **on or before 11:00 A.M. on Thursday, October 26, 2023** to:

Whitney Morgan, Executive Director  
Metro North Regional Emergency Communications Center  
400 Revere Beach Parkway  
Revere, MA 02151

The envelope containing the Technical Proposal and required information must be sealed and marked with Proposer’s name, title of proposal, RFP number, and date of opening. The Price Proposal must be separately sealed and labeled as such with the RFP number. Proposer must sign all required signature pages in order 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/proposers must sign and submit with their RFP the attached Certificate of Good Faith and Tax Attestation Form. Failure to do so will result in the proposal 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 organization.

# MNRECC

400 Revere Beach Parkway  
Revere, MA 02151  
[www.mnrecc.org](http://www.mnrecc.org)

## MNRECC

### **INVITATION FOR PROPOSALS**

Sealed proposals for furnishing the following will be received by the Executive Director, MNRECC, 400 Revere Beach Parkway, Revere, MA 02151 until the time specified below at which time the proposals will be opened.

#### **ITEM**

Proposal No. RFP 002/09-23/MNRECC  
Ongoing Network Maintenance &  
Help Desk Support

#### **PROPOSALS DUE**

October 26, 2023  
11:00 AM

The Metro North Regional Emergency Communications Center (MNRECC), servicing the municipalities of Revere and Winthrop, is seeking the services of a qualified IT firm to provide ongoing network maintenance and help desk support

Specifications and Proposal forms may be obtained at the Office of the Executive Director, MNRECC, 400 Revere Beach Parkway, Revere, MA 02151 or by emailing [wmorgan@mnrecc.org](mailto:wmorgan@mnrecc.org).

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

**There will be a mandatory site visit on Tuesday, October 10, 2023, at 10:00 AM at the MNRECC, 400 Revere Beach Parkway, Revere, MA 02151**

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, - October 5, 2023  
Good and Services Bulletin – October 2, 2023

MNRECC  
ONGOING NETWORK MAINTENANCE AND HELP DESK SUPPORT

**Project Goals:**

**Managed IT Support Services for the MNRECC-24x7x365 Support**

**Summary of Required Monthly Fixed Fee Managed IT Support Services:**

The MNRECC is soliciting Proposals from selected IT firms to provide managed IT Support Services. As a centralized 24x7x365 regional 911 dispatch center, the MNRECC requires prompt and efficient Managed IT Support Services for all network, server, desktop, and mobile devices that are part of the MNRECC operations. Support services shall be highly available and proactive in nature and shall include ongoing reporting such as technician time spent, activity reports, and IT inventory and lifecycle management reports.

The MNRECC also requires 24x7x365 technical support availability for all affiliated departments and third-party software/hardware vendors which are involved with the MNRECC operations for delivery of 24x7x365 911 dispatching services including all first-responder emergency, medical, and law enforcements services for the regional districts. These Managed IT Support Services shall be included at a fixed monthly cost.

Additional out-of-scope project support and consulting services may be required from the selected Managed IT Service Provider from time to time. For these items, quotes and estimates shall be provided in a timely manner for installing additional equipment such as servers, network devices, desktops, and other IT related devices. Although not included in the fixed monthly support cost, the selected Managed IT Support Provider shall keep a baseline of standby emergency loaner and/or replacement equipment such as server hard drives, server chassis, desktops, and other network equipment which can be immediately (same day) purchased and installed in the event of an emergency outage. All other ongoing IT support services (not including new installations) shall be included in the fixed monthly support fee for the purposes of this RFP. In addition, the MNRECC shall not be required to hire the selected Managed IT Service Provider for additional out-of-scope services and reserves the right to hire alternative IT service providers at their sole discretion.

In addition, MNRECC requires that the internal technical personnel or director possess unrestricted access to all management tools provided by the service provider(s), encompassing but not restricted to passwords, configurations, documentation, remote management systems, and software or vendor portals. This access must be promptly provided to authorized requestors upon request. As time goes on, passwords and other information should be continued to be turned over to MNRECC and not just at the renewal of RFP. There must be clear and ongoing communication between vendor and MNRECC to ensure up to date records.

**Required Fixed Monthly Fee Support Services:**

A) **Network Support Services (14 locations)- Fixed Fee Priority 24x7x365 Onsite and Remote Support:** The selected Managed IT Support Services Provider shall provide proactive network support, with a focus on high availability. Services shall include, but not be limited to: network security, network routing support, and troubleshooting for MNRECC and affiliated municipal departments' network connectivity.

1. Supported locations:
  - a. Qty: 1 MNRECC Headquarters
  - b. Qty: 4 Revere Fire Stations

- c. Qty: 1 Revere Police Station
- d. Qty: 3 Revere School Locations
- e. Qty: 1 Winthrop EOC
- f. Qty: 2 Winthrop Fire Stations
- g. Qty: 1 Winthrop Police Station
- h. Qty: 1 Winthrop Harbor Master
- 2. Supported Network Equipment Summary
  - a. Approx. 20 Cisco and HP L3 Managed network switches
  - b. Approx. 13 SonicWall VPN Routers and firewalls (input stipulation about network redundancy. Splitting positions on switches so that if a switch dies it does not take out the entire RECC)
  - c. 1 Aerohive secure wireless access point
- 3. Perform firmware updates and security patches for network equipment
- 4. Internet connectivity support for MNRECC
- 5. VoIP connectivity support for MNRECC
- 6. Connectivity, routing, and security for MNRECC services (see section D below for a list of services) on municipal wide fiber optics network connections.
- 7. Network Connectivity, Performance, and Security for FIPS Complaint SonicWall VPN networks for all interconnected locations. (input stipulation about VPN remote access for critical staff into MNRECC network)
- 8. Maintain network diagrams and schematics, including all login and IP addressing, VLANs ACLs, etc, asset management and lifecycle replacement reports for network equipment, and maintain equipment configuration backups.
- 9. Provide technical assistance as needed for other municipal departments and third-party vendors routing network traffic over the routers and firewalls to allow authorized network traffic as needed.
- 10. Provide network monitoring and network capture reports to support other municipal departments and third-party vendors and assist with trouble-shooting as needed.
- 11. Reporting shall include inventory and lifecycle management reporting and budgeting assistance and ongoing technician time spent activity reporting.

- B) Server Support Services-Fixed Fee Priority 24x7x365 Onsite and Remote Support:** The selected Managed IT Support Services Provider shall provide proactive server support, troubleshooting, and preventative maintenance with unlimited 24x7x365 onsite and remote support for the MNRECC and affiliated server applications and connectivity.
- 1. Provide ongoing technical support for users on Microsoft Windows Server operating Systems and Microsoft Office 365 Suite, and other third-party applications.
  - 2. Supported Server Summary (located at MNRECC)
    - a. Host1- Physical HyperV Host Server
    - b. Host2- Physical HyperV Host Server
    - c. MNRECC BDR- Backup & Disaster Recovery Unit
    - d. IMC Application Virtual Server
    - e. Microsoft Office 365 Virtual Server
    - f. PowerPhone Application Virtual Server
    - g. IMC Mobile Switch Virtual Machine
    - h. IMC Interfaces Virtual Machine- for Crime Tracker, Paging, Indetix, Crash Exporter, Carfax, Crowdstrike and 911.
    - i. 911 Interface Virtual Machine- for 911 call backfill interface (remove? 911 interface doesn't work in IMC)
    - j. RAS Virtual Machine- for Recording Archive Server
  - 3. Windows Server Roles & Features Requiring Support:

- a. ADDS, DNS, DHCP, Hyper-V Replication, File & Print Services, SQL, IIS, Microsoft Exchange Server (remove, no longer exists), etc.
4. Provide proactive monitoring of critical hardware and systems, antivirus and security management, and Windows and 3<sup>rd</sup> party patch management
5. Backup and disaster recovery management- nightly backups including onsite and offsite copies of full server image-based backups and supporting bare-metal restore functionality and redundant standby server hard drives and loaner server equipment in the event of an emergency.
6. Maintain documentation- including all login and IP addressing, software details, licensing, asset and lifecycle replacement management, etc.
7. Reporting shall include all inventory lifecycle management reporting, budgeting assistance estimates and proposals, and ongoing technician time spent activity reporting.

**C) Desktop/Laptop Helpdesk Support Services- Fixed Fee Priority 24x7x365 Onsite and Remote Support:** The selected Managed IT Support Services Provider shall provide proactive desktop support, troubleshooting, and preventive maintenance with unlimited 24x7x365 onsite and remote support for MNRECC and affiliated desktops, applications, and connectivity.

1. Provide ongoing technical support for users on Microsoft Windows Desktop Operating Systems and Microsoft Office 365 Suite, and other 3<sup>rd</sup> party applications as needed.
2. Provide alert monitoring, antivirus and security management, and Windows Update 3<sup>rd</sup> Party Patch Management.
3. Supported Desktop Summary (located at MNRECC)
  - a. Desktop helpdesk support (approximately 20 desktops/laptops)
  - b. Mobile device management
4. Reporting shall include inventory lifecycle management and reporting and budgeting assistance and ongoing technician time spent activity reporting.

**D) Systems and Third-Party Application Support- Fixed Fee Priority 24x7x365 Onsite and Remote Support:** The selected Managed Services IT Support Provider shall provide 3<sup>rd</sup> party application support, troubleshooting, and preventive maintenance with unlimited 24x7x365 onsite and remote support for MNRECC and affiliated departments. The Provider shall serve as primary IT support contact and liaison for MNRECC and affiliates for the following 3<sup>rd</sup> party vendors and provide technical and troubleshooting assistance as needed for the following 3<sup>rd</sup> party vendors:

- CJIS Application Support- requires CJIS certification and clearance (it should be noted that ANY employee working on our network or computers need to have CJIS Security Awareness test completed. Not just technicians dealing with CJIS SSO, all of our information including information located in IMC is CJIS protected)
- IMC Server and Application Support including all interfaces (Identix, Crash Exporter, 911, Coplink, Paging) and regular manually installed version upgrades
- Vertical Wave Phone System and Call Recording Archiving Support
- ShotSpotter Application Support
- PowerPhone Server Support
- Carfax application support
- Basic website support and modifications- WordPress on GoDaddy
- Website radio feed support – RadioFeed, Broadcastify, and WordPress (Broadcastify and website no longer serviced IT Vendor)
- Fire Station Alerting System support- L.W. Bills
- Video surveillance and wall displays, cameras, networking- Lan-Tel
- Phone service provider support – MetTel
- Motorola Radio Systems Integration – SkyWave

## E) Security and Monitoring Services

MNRECC needs to ensure desktop, server and network security. Desktops and servers must have anti-virus and security monitoring software (whether provided by MNRECC or IT vendor). Networking security must be ensured by keeping network devices, firewall rules, device lifecycle, firewall applications (ex. intrusion detection and prevention) up to date. If a virus hit or security issue is found on any computer or networking device, it should be treated as a severity 1 incident.

Off-site backups of critical systems need to be maintained for data integrity, hardware failure, software failure or ransomware attack. If off-site backups contain Criminal Justice Information, then the vendor completing the backups and the locations of the backups must comply with Criminal Justice Information Services restrictions.

User access levels must be documented and reviewed twice a year to ensure system security. If major updates are completed by the IT vendor, security access levels should be reviewed and confirmed.

### **Required Minimum Service Level Agreement w/Guaranteed Response Times:**

The selected Managed Services IT Support Provider shall comply with the MNRECC required response times for support requests. Severity of issues and required response times shall be determined by MNRECC managers/supervisors based on the situational impact to the MNRECC operations. Since the core operational mission of the MNRECC is efficient and accurate 911 emergency dispatching, the selected Managed Services IT Support Provider will, in the event of operational outages, at times be required to provide dedicated support staff and ongoing updates regarding incident resolution for all MNRECC hardware and software related issues.

**The following response time summary provides a baseline for the MNRECC expectations.**

1. Severity 1 Request/High Business Impact Issues- Response within 1 hour. (24x7x365)\*
  - 1A. Severity 1A is a small level IT issues are detrimental to MNRECC operations. If a dispatcher cannot login to the computer, they are unable to do their job. Response within 1 hour. (24x7x365) or remote access.
2. Severity 2 Request/Medium Business Impact Issues- Response within 2 hours. (24x7x365)  
Severity 3 Request/Low Business Impact Issues- Response within 24 hours, during normal business hours.

*\*Severity 1 – Response within 1 hour, dispatch and arrival on site within 2 hours, remediation plan within 6 hours (24x7x365)*

## **TERMS AND CONDITIONS OF SUBMISSIONS**

**Proposal Forms:** All proposals must be submitted no later than the date established herein and on forms provided herein and must contain original signatures. Proposals may not be transmitted by fax or email. Late submission will result in rejection of the proposal.

**Contract Terms:** The successful applicant will be required to execute a Contract substantially in the form attached hereto as **Attachment D**, as well as either Attachments E or F, subject to such modifications as the MNRECC may deem to be appropriate and in the best interests of the MNRECC.

**Acceptance/Rejection:** The MNRECC reserves the right to accept the proposal(s) most favorable to and in the best interest of the MNRECC and to reject, in part or in whole, any or all proposals.

### **MINIMUM SUBMISSION REQUIREMENTS**

Selection will be made by the MNRECC in accordance with the evaluation criteria contained in this RFP. The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Respondent must meet all of the following qualifications.

- i. Be a qualified firm with a physical address in the Commonwealth of Massachusetts; with employees located within distance to meet required response times.
- ii. Be a firm with a minimum of ten years providing the services required in this RFP.
- iii. The applicant shall have had recent prior experience with work of a similar scope of services and shall list all current and past projects of a similar nature, including the name and telephone number of all clients during the past **five (5)** years.
- iv. The applicant shall list by name and function all in-house staff and



outside consultants she/he intends to use on this project and shall include resumes and a list of their licenses and certifications when applicable.

- v. The applicant shall submit an expanded scope of services for all work required with evidence of the applicant's capacity and ability to meet the requirements of this RFP.
- vi. The applicant shall indicate the individual who will be the contact person with the MNRECC and who will have primary responsibility for this project. This person shall remain in this position for the duration of the project (as long as she/he is employed by the chosen firm). This individual's resume will also be included with the proposal. The MNRECC reserves the right to interview and approve this individual.
- vii. The applicant will submit a signed Certificate of Non-Collusion and State Tax Compliance in the form attached.
- viii. The applicant will submit a list of any individuals who have a financial interest in this agreement.

**Signature on the Proposal Forms:**

If a proposal is submitted by an individual, the full name and post office address of the person shall be designated.

If a proposal is submitted by a firm or partnership, it shall be signed by a person having the legal authority to execute such a document on behalf of the firm or partnership.

If a proposal is submitted by a corporation, it shall state the name and title of the official or officials of the corporation by whom the contract can be legally signed and be accompanied by a copy of the corporate vote granting said authority, certified by the clerk of the corporation.

The applicant shall follow the submission format set forth herein in assembling her/his proposal.

The registration number and license status of each person connected with the project shall be listed for each jurisdiction and each discipline (e.g. J. Smith, Architect: 12345 MA, current; 789 Conn., current: etc.).

## **SUBMISSION FORMAT**

In order to more accurately assess submissions and to insure a more equitable review, the MNRECC requests that all submissions adhere to the following format guidelines:

- A) Table of Contents
- B) Relevant Experience
- C) All Signature Pages (Cover Page, Non-Collusion), & Corporate Vote if applicable
- D) Project Understanding and Project Approach
- E) Demonstrated Performance
- F) Firm Background
- G) Firm Organization and Resumes
- H) Consultants and Resumes
- I) Client References

## **APPLICANT REFERENCES**

Applicants should provide firm name, address, phone and contact person for each reference.

- 1) Customer References: **SEE CE. 8**
- 2) Sub-Consultant References: **SEE CE. 8**

## **EVALUATION CRITERIA FOR SELECTION:**

Each proposal shall be reviewed by a selection board comprised of at least five members. Each of the following criteria will be evaluated by the selection board and rated as follows **“Highly advantageous,”** **“Advantageous,”** **“Non-advantageous,”** and **“Unacceptable:”**

### **COMPARATIVE EVALUTION CRITERIA (CE)**

**CE 1.** Completeness of the proposal

**“Highly advantageous”** if the proposal is complete and thorough in every detail;

**“Advantageous”** if one (1) to two (2) clarifications are needed;

**“Non-advantageous”** if between three (3) and five (5) clarifications are needed;

**“Unacceptable”** if more than five (5) clarifications are needed.

**CE 2.** Overall quality of the proposal.

**“Highly advantageous”** if of outstanding quality;

**“Advantageous”** if of good quality;

**“Non-advantageous”** if of fair quality;

**“Unacceptable”** if of less than fair quality

**CE .3** Experience with similar projects with emphasis Public Safety/Emergency Services/Dispatch centers

**“Highly advantageous”** if five (5) or more similar projects successfully completed within the last three (3) years;

**“Advantageous”** if between one (1) and three (3) similar projects successfully completed within the last five (5) years;

**“Non-advantageous”** if no similar projects successfully completed within the last five (5) years and/or the projects had problems.

**CE. 4** Identify and set forth qualifications of the in-house staff and outside consultants (if needed) who will work on the project. Include the individual who will serve as the contact person and have primary responsibility for the project. The technical team shall not include office support or clerical staff.

**“Highly advantageous”** if all members of the technical team have ten (10) or more years of relevant work experience and technical qualifications;

**“Advantageous”** if all members of the technical team have between five (5) and ten (10) years’ experience and technical qualifications;

**“Non-advantageous”** if all members of the technical team have less than five (5) years’ experience and technical qualifications;

**“Unacceptable”** if any member has no experience and technical qualifications.

**CE. 5** Clearly established capacity to begin the project immediately and ability to meet the response requirements of this RFP.

**“Highly advantageous”** if work can begin within five (5) workdays of the date of contract execution

**“Advantageous”** if work can begin between six (6) days to fifteen (15) days from the date of contract execution and only slight variance from the design schedule;

**“Non-advantageous”** if work can begin between sixteen (16) and twenty (20) days from the date of contract execution and more than (2) weeks slippage on design schedule;

**“Unacceptable”** if work cannot begin until after twenty (20) days from the date of contract execution and or the anticipated start date will slip three weeks or more.

**CE. 6** Knowledge of the Massachusetts Bid Laws especially MGL Chapter 30B and 149 and 149A.

**“Highly advantageous”** if they have strong experience/knowledge

**“Advantageous”** if they have good experience/knowledge

**“Non-advantageous”** if little or limited experience/knowledge

**“Unacceptable”** if no knowledge

**CE. 7 Prior Technical Experience-** Prior experience with TriTech/IMC Software and LAN integration, CJIS extranet apps, and PSNET routing/connectivity. Must be CJIS certified and provide references demonstrating prior experience in supporting emergency service environments. List of references shall include names and phone numbers of documented prior technical experience required for the support of critical IT systems including, but not limited to, the following:

- TriTech/IMC Perform Public Safety Software
- MA state Criminal Justice Information System network interfacing (including OpenFox, CJIS extranet apps, IMC Lan integration and PSNET routing/connectivity)
- MS Exchange email server
- Cisco and Brocade network routers and switches
- Network and internet connectivity
- Network printing and scanning
- Network integration for the existing VoIP phone system
- Network integration support for network attached video surveillance equipment and other IT related hardware/software

**“Highly advantageous”** Currently supporting, or have supported, more than five emergency service environments, and has demonstrated more than 10 years verifiable experience in the mentioned critical IT systems.

**“Advantageous”** Currently supporting, or have supported, between 2-5 emergency service environments, and has demonstrated more than 10 years verifiable experience in the mentioned critical IT systems.

**“Non-advantageous”** Currently supporting, or have supported, less than two emergency service environments, and has demonstrated more than 10 years verifiable experience in the mentioned critical IT systems. Unable to verify documented technical experience/references.

**“Unacceptable”** Documented technical experience incomplete; no history of supporting emergency service environments; unable to verify references

A short list of firms (TOP 3) will be evaluated and rank ordered by the selection

committee.

The MNRECC may consider the following additional criteria in evaluating proposals:

1. The financial stability of the firm.
2. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
3. Additional criteria that the Owner considers relevant to the project.
4. Owner may schedule interviews with top candidates.

#### Ratings from **Comparative Evaluation Criteria (CE. 1-6)**

**CE. 8** Quality of References. The Applicant should provide at least two (2) references from each of five (5) similar project completed or in progress during the last five (5) years. References may be from clients, sub-consultants and contractors.

**“Highly advantageous”** if all references are positive;

**“Advantageous”** if all references are positive with minor negative comments;

**“Non-advantageous”** if one (1) negative reference;

**“Unacceptable”** if two (2) or more negative references.

### **SELECTION PROCESS**

Proposals will be evaluated upon the basis of the criteria for selection set forth and will then be ranked in order of qualification. The first, second, and third ranked proposals will be further reviewed and evaluated, including reference checks, by the committee. This further review may include interviews or provide the opportunity to provide additional information to the committee.

The MNRECC reserves the right to request further information from the three highest ranked applicants.

Applicants may supplement this proposal with graphic materials and photographs that best demonstrate the capabilities of the team proposed for this project.

Applicants may withdraw an application as long as the written request to withdraw is received by

the MNRECC prior to the time and date of the proposal opening.

The MNRECC reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFP in any manner necessary to serve the best interest of the MNRECC and its beneficiaries.

The MNRECC reserves the right to award Services (A-E) separately to different firms if it believes it is in its best interest to do so.

The MNRECC reserves the right to reject any and all responses if it determines, within its own discretion, that it is in its own best interests to do so. This RFP does not commit the MNRECC to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The MNRECC also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. A Respondent may not alter the RFP or its components.

### **ATTACHMENTS**

Attachment A: Certificate of Non-Collusion & State Tax Compliance Form

Attachment B: Signature Page declaring if firm is an Individual, Corporation or Partnership

Attachment C: Corporate Vote form to be completed if firm is a Corporation

Attachment D: Contract for Goods and Services

## **CONTRACT**

A contract will be awarded as described above. The successful applicant will be required to sign the contract as it is presented and Terms and Conditions will not be negotiated.

## **DISCLOSURE**

The applicant is required to disclose any previous consultation or employment with the MNRECC and/or personal relationship with employees of the MNRECC.

The applicant must disclose any legal action brought by or against them at any time as a result of their work in this area.

**ATTACHMENT A**

**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



**ATTACHMENT B**

**SIGNATURES**

(IF AN INDIVIDUAL)

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

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

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

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

-----  
(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.

**ATTACHMENT C**  
**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.

**ATTACHMENT D:**

**Contract for Goods and Services**

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

This Contract is entered into on, or as of, this date by and between the **Metro North Regional Emergency Communications Center (MNRECC), and**

[Telephone Number]

\_\_\_\_\_ [FAX Number]

\_\_\_\_\_ [E-Mail]

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:
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 insure 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 any one 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 particular 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 December 1, 2023, 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, any and 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 of Revere 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 as a consequence of procuring services as a result 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.

M.G.L. Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

M.G.L. Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

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 towns, 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 of 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 Manager 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 Contract is executed by the Contractor. This Contract shall not be enforceable against the MNRECC unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Section 3, and any Acts and Amendments thereof, and in addition thereto,

relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

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, the MNRECC's 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) 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 duty to defend 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 and trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Agreement. The Contractor further agrees to reimburse the MNRECC for damage to its property caused by the 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. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract. The duty to defend shall immediately accrue and the 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 findings of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

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 at all times, 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 into 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.

*MNRECC reserves the right to engage the services of third-party contractors for specific tasks or projects related to the scope of this contract, based on its expertise, qualifications, and suitability for the project. The contractor agrees to engage with the selected third-party when notified in writing without delay.*

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 of 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 at all times 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. Any and 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 Executive Director of the MNRECC, 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 at all times 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 of 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 at all times 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, and \$1 Million per accident. 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.
- 34.2.4.4 All required insurance shall be certified by a duly authorized representative of the insurers on the "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates and endorsements signifying adequate coverage in effect for the duration of the contract must be submitted to the MNRECC prior to execution of this Contract by the MNRECC with renewal certificates issued not less than 30 days prior to expiration of a policy period. Copies of any or all policies of insurance shall be provided to the MNRECC upon request.
- 34.2.4.5 The MNRECC shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 34.2.4.6 Contractual liability must recognize the indemnities contained in this Agreement.
- 34.2.4.7 Coverages are to be maintained for a period of \_\_\_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 General Liability and Automobile 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.

**MNRECC, Massachusetts**

**THE CONTRACTOR**

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

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

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

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

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

APPROVED AS TO FORM:

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

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

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
MNRECC Treasurer                      Date

MNRECC  
PRICE PROPOSAL FORM  
002/09-23/MNRECC

ONGOING MONTHLY NETWORK SUPPORT

PRICE FOR YEAR 1, ACCORDING TO SPECIFICATION \$ \_\_\_\_\_

Written Amount \_\_\_\_\_

PRICE FOR OPT YEAR 2, ACCORDING TO SPECIFICATION \$ \_\_\_\_\_

Written Amount \_\_\_\_\_

PRICE FOR OPT YEAR 3, ACCORDING TO SPECIFICATION \$ \_\_\_\_\_

Written Amount \_\_\_\_\_

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

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

By: \_\_\_\_\_  
(Signature & Title)

Print Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
(P.O.Box Not Acceptable)

\_\_\_\_\_  
Street State Zip Code

\_\_\_\_\_  
Telephone Number

**Note: This Proposal must bear the signature of the Proposer. If partnership, it must be signed by a general partner. If a corporation, it must be signed by a duly authorized officer or agent of such corporation. Further, if a corporation, Articles of Organization must be filed with this document.**