



REQUEST FOR PROPOSALS

For

MAPC Urban Edge RFP 12132024

Metropolitan Area Planning Council (MAPC)

Request for Proposals (RFP) Team Lead: *Michael Pearce* mpearce@mapc.org



LEGAL NOTICE

Request for Proposals

MAPC Urban Edge 12132024

The Metropolitan Area Planning Council invites proposals for MAPC Urban Edge RFP 12132024, which seeks a qualified consultant to conduct wireless site signal surveys at various Urban Edge properties. RFP information will be available starting 1PM ET on December 13, 2024 by contacting Michael Pearce at mpearce@mapc.org. Proposals must be submitted electronically via www.commbuys.com before January 3, 2025 at 3PM ET. MAPC reserves the right to accept or reject any and all proposals.

Advertisements placed as follows:

MAPC Posted by:

December 13, 2024

COMMBUYS Posted by:

December 13, 2024



CONTENTS

- 1. GENERAL INFORMATION.....5**
 - 1.1 RFP Overview and Timeline5
 - 1.2 MAPC, MassTech Collaborative, and MBI.....5
 - 1.3 Disclosure of Information6
- 2. GOODS AND SERVICES REQUIRED6**
 - 2.1 Overview.....6
 - 2.2.1 Urban Edge Columbus Corridor Properties Background6
 - 2.2.2 Detailed Tasks.....7
- 3. PROPOSAL DEVELOPMENT PROCESS.....9**
 - 3.1 How to Submit a Proposal9
 - 3.2 Proposal and Submission Instructions 10
 - 3.3 Proposal Requirements 11
 - 3.4 Questions 12
 - 3.5 Proposer’s Conference..... 12
- 4. EVALUATION PROCESS AND CRITERIA..... 13**
 - 4.1 Process..... 13
 - 4.2 Rule for Award 13
 - 4.3 Criteria..... 13
 - 4.4 Evaluation 14
- 5. GENERAL CONDITIONS 14**
 - 5.1 General Information 14
 - 5.2 Insurance 15
 - 5.3 Payment for Services Rendered 16
 - 5.4 Proposer Wages, Mileage, and Supplies 16
 - 5.5 Indemnification..... 16
 - 5.6 Subcontractors 16
 - 5.7 Publicity and News Releases..... 16
 - 5.8 Ownership and Confidentiality of Work Product..... 16
 - 5.9 Accountability 16
 - 5.10 Acceptance..... 17
 - 5.11 Posting of Modifications/Addenda to RFP 17



6. Product and Performance Terms	17
6.1 Quality Requirements.....	17
6.2 “Or Equal”	17
6.3 Warranty.....	17
6.4 Method of Acquisition	17
6.5 Delivery	18
6.6 Returns.....	18
6.7 Invoicing.....	18
6.8 Change Orders and Adjustments	19
Attachment A - REQUIRED FORMS	20
Authorized Proposer’s Signature and Acceptance Form	21
Certificate of Non-Collusion.....	22
Certificate of Tax Compliance	23
Certificate of Compliance with M.G.L. c. 151B	24
Certificate of Non-Debarment	25
Attachment B – Columbus Corridor Property details	26
Attachment C – Scoring Matrix.....	29
Attachment D – Contract.....	30



1. GENERAL INFORMATION

1.1 RFP Overview and Timeline

The Metropolitan Area Planning Council (MAPC), acting as an agent of the Massachusetts Technology Collaborative through the Digital Equity Partnership Program, is seeking proposals from highly experienced and professional Managed Services Providers and Network Consultants to conduct wireless site surveys and related analyses of the Urban Edge portfolio of properties located in the Columbus Corridor of Boston, Massachusetts as further defined in Attachment B (hereinafter “Columbus Corridor”).

Activity	Date
RFP Available and Posted on MAPC.org and COMMBUYS	December 13, 2024
Voluntary Proposers Conference	December 20, 2024, 10AM ET
Deadline for Questions	December 23, 2024, 5PM ET
Deadline for Proposal Submissions	January 3, 2025, 3PM ET
Optional Proposer Interviews and Clarifications	January 6-10, 2025
Award Contract	January 13, 2025

1.2 MAPC, MassTech Collaborative, and MBI

[MAPC](#) is a public entity created under Massachusetts General Law Chapter 40B Section 24. It has been selected by the Massachusetts Broadband Institute at the MassTech Collaborative to implement the Municipal Digital Equity Partnership Program through a grant that MAPC has received from MassTech. This program is designed to address digital equity by providing free in-home broadband access to residents of low-income and public housing across Massachusetts. The program provides funding, project management, and procurement support to fund the construction of Wi-Fi networks, which provide residents with equal or superior service than what is available from commercial ISPs, at no cost to residents. Through a competitive evaluation process, MAPC selects and partners with eligible low-income property owners/entities to facilitate the installation of public Wi-Fi throughout their selected properties. MAPC facilitates the public procurement process for all goods and services necessary to provide Wi-Fi at these selected sites.

MassTech is an independent public instrumentality of the Commonwealth chartered to serve as a catalyst for growing its innovation economy. MassTech brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits. For additional information about Mass Tech and its programs and initiatives, please visit their website at www.masstech.org.

MBI is the central broadband program for the Commonwealth. The primary mission of MBI is to extend affordable, robust, high-speed Internet access to homes, businesses, schools, libraries, medical facilities, government offices and other public places across Massachusetts. For more information about MBI and its programs and activities generally, please visit the web site at



www.massbroadband.org. MBI and MassTech are collectively referred to as “Mass Tech Collaborative” or “MassTech”.

1.3 Disclosure of Information

Any and all responses, applications, data, materials, information and documentation submitted in response to this RFP shall become the property of MAPC and MassTech and shall be subject to public disclosure. As public entities, MAPC and MassTech are subject to the Massachusetts Public Records Law. There are very limited and narrow exceptions to disclosure under the Public Records Law. If a Proposer wishes to have their submission treated as confidential, the Proposer must submit a written request to the RFP Team Lead identified in this RFP no later than 5:00 p.m. ten (10) business days prior to the required date of submission of this RFP. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Proposer. MAPC will issue a written determination within five (5) business days of receipt of the written request. If MAPC approves the request, the Proposer shall clearly label the relevant information and/or documentation as “CONFIDENTIAL” in their RFP response. Any statements in a RFP response reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

2. GOODS AND SERVICES REQUIRED

2.1 Overview

MAPC seeks proposals from qualified Managed Service Providers and Network Consultants to conduct 75 onsite wireless site surveys across the Columbus Corridor properties and, based on the results of the surveys, develop a comprehensive report that details the buildings, the signal strength and coverage throughout the properties, and provides all relevant data. Proposers are expected to provide all necessary goods and services to conduct wireless site surveys of the Columbus Corridor properties.

2.2 Scope of Services

2.2.1 Urban Edge Columbus Corridor Properties Background

The Columbus Corridor Properties consist of 887 residential units spread throughout approximately 68 buildings. The properties include a wide variety of building types, layouts, and communal spaces. It is because of these factors that the selected proposer will be required to coordinate with Urban Edge property management staff and conduct a comprehensive review of site layouts, in order to determine the most appropriate locations for the signal surveys. The selected proposer will be required to develop a comprehensive data set and model of the wireless signal permeability and strength throughout all unit types in the properties. The selected proposer will have access to all available to scale drawings, blueprints, and site layout documents.

The complete list of Urban Edge Columbus Corridor properties and addresses can be found in Attachment B.



2.2.2 Detailed Tasks

Proposals must include a detailed narrative of how the following tasks will be completed, along with the associated cost for each task.

TASK 1: Project Kick Off Meeting [Expected Completion by January 20, 2025]

- Upon contract execution, the selected proposer will host a virtual project kick-off meeting that includes Urban Edge staff and MAPC staff to present and discuss their project timeline and plan of approach to ensure there is a common understanding of the project's goals.

TASK 2: Determine Optimal Locations for Site Signal Surveys [Expected Completion by January 27, 2025]

- Utilizing available site plans and building diagrams, and working closely with Urban Edge staff, the selected proposer will determine the optimal locations for conducting 75 surveys in order to produce a comprehensive model of wireless signal propagation and strength throughout all of the buildings and residential units in the properties.

TASK 3: Conduct Wireless Site Surveys [Expected completion by February 21, 2025]

- The selected proposer will conduct 75 wireless site surveys, in locations discussed with and approved by MAPC. Surveys shall measure network coverage and performance to inform a comprehensive report to be completed in Task 4.
- The selected proposer shall coordinate directly with Urban Edge staff to schedule times to be on-site to conduct the wireless site surveys.
- The desired signal strength is -65dBms or better, in 90% of the living space of 100% of the units. The desired end-user performance is 100 Mbps symmetrical. The selected proposer should test a range of Access Points to determine which Access Points meet the desired signal strength, if possible.
- Network signal strength should be measured in the center of the unit's living spaces, including but not limited to, the kitchen, living area, bathroom, and bedroom(s). The intent is to ensure that adequate signal strength can be met with the tested AP location, preferably located in common areas and shared/public spaces, with the ultimate goal of providing a quality WiFi user experience for all residents of the Columbus Corridor Properties. If possible, APs should be tested in a location that will serve multiple units.

NOTE: The Access Points to be tested in the signal survey should meet the following technical criteria:

- Support WiFi 6 and/or above;
- Tamper resistant casing;
- Support Dynamic Pre-Shared Keys (ePSKs), including native support to automatically separate into individual VLANs;
- Multiple Band (2.4 GHz, 5GHz, 6GHz);
- Security features; and
- No required annual or recurring subscription related costs.



Each onsite wireless site survey test shall be conducted with a minimum of two different types of Access Points at each location. The APs used shall include:

- One Wi-Fi 7, 6.0 ghz Access Point;
- One Wi-Fi 6 or 6e, Access Point that meets the desired signal strength of -65 dBms as listed above (if possible); and
- Both Access Points must be from the same manufacturer (i.e. Ruckus, Fortinet, Cisco, Aruba, Ubiquity, Extreme, etc.)

Equipment that meets the technical specifications above includes, but is not limited to:

Ruckus Indoor Wireless Access Points

- Wi-Fi 7:
 - o R770 and R670
- Wi-Fi 6 or 6e:
 - o R760, R560, R750, R850, R350, R550, R650, H350, H550, R350e

Fortinet Indoor Access Points

- Wi-Fi 7:
 - o FAP-441K
- Wi-Fi 6 or 6e:
 - o FAP-431G, FAP-231G, FAP-234G, FAP-831F, FAP-433F, FAP-432F, FAP-432R, FAP-431F, FAP-231F, FAP-234F, FAP-23JF

TASK 4: Report Development [Expected Completion by March 7, 2025]

- The selected proposer will develop a report that details the results of the wireless site surveys conducted in Task 3. The comprehensive report must detail the following:

1. Building Description

An overview of the building(s), including the address, number of units, and description of the building layout.

A summary of any structure, objects, and/or construction materials that will inhibit signal propagation using available and observed information.

A description of the locations of simulated Access Points (APs). The description of AP locations shall be clear and precise, including the building name, floor level, room/hallway, reference point(s), orientation (wall or ceiling), and, where possible, detailed diagrams or floor plans should be included.

2. Signal Strength and Coverage



Heatmaps that highlight the living spaces within the building and/or property. Heatmaps should highlight any structures or objects that impair signal strength. If applicable, measured walls and/or impediment signal permeability scores shall be included.

Logged on-site information that is relevant to the signal strength measurements including but not limited to: date, time, conditions, unique impediments, and location.

3. Equipment

A description of the hardware and software used to analyze signal strength and generate heatmaps during the wireless site surveys. This should include version numbers and any specific configurations or settings applied.

4. Data (via appendix)

All raw data files from the wireless site surveys. These files should be in a commonly used format (DWG, PDF, PNG, BMP, JPG, GIF, and/or SVG).

3. PROPOSAL DEVELOPMENT PROCESS

3.1 How to Submit a Proposal

Proposal must be submitted electronically as a PDF(s) via the Massachusetts Operational Services Division COMMBUYS website (www.commbuys.com) utilizing the following naming convention:

Proposal for MAPC Urban Edge RFP 12132024_INSERT PROPOSER'S NAME)

The Proposal submission must contain all required documents as indicated below. It must contain scanned copies of original ink signatures, or electric signatures by the person authorized to sign the Proposal. All original copies shall be kept securely, and the Proposer must be able to produce original copies upon request.

Proposers must register in COMMBUYS as a Seller in order to submit a Proposal.

Hard copy, faxed, or emailed submissions will not be accepted. Proposal must be submitted via the COMMBUYS website (www.commbuys.com) prior to the exact due date and time as read on the clock of the Massachusetts Operational Service Division's COMMBUYS Procurement Market Center. Late Proposals will not be considered.

It is strongly recommended that Proposals are submitted in advance of the due date and time.

Create an Account

For this RFP, responses are to be submitted online via the Massachusetts Operational Services Division COMMBUYS website ([link to homepage](#)).



To submit a Proposal you must first create an account. It is advised that Proposers create an account in advance. Account issues should be directed to COMMBUYS support ([link](#)).

Find the RFP

Once you have created an account, search for this RFP:

NAME: MAPC Urban Edge RFP 12132024

PURCHASER: Michael Pearce

ORGANIZATION: Metropolitan Area Planning Council

SOLICITATION DOCUMENT NUMBER: [INSERT RFP DOCUMENT NUMBER]

Create Your Proposal

If this is the first time starting your submission, select 'Create New' in the far right corner under the Quotes column. If you are continuing a previously started response, select the link to your response.

This will bring you to your 'quote'. You will notice 9 tabs (in order) underneath the heading: General; Items; Questions; Subcontractors; Notes; Terms & Conditions; Attachments; and Summary. You are not required fill out all the information for each tab. You are only required to submit the requested information detailed in the RFP via an attachment.

To attach your Proposal, select the 'Attachments' tab, click 'Add File'. All required documents, forms, and materials should be submitted via this attachment(s).

Only the dash special character is accepted by the system so ensure that your files do not include other special characters.

Once your file is uploaded, click 'Save and Exit' to upload another file if needed.

Submitting your Proposal

Once you have attached all necessary documents, you are ready to submit your Proposal. Click the 'Summary' tab and scroll to the bottom and click 'Submit Quote'.

Questions and Issues

If you encounter any issues with your COMMBUYS account, visit the COMMBUYS support page for assistance ([link](#)).

If you encounter any issues with submitting your response, or if you find any of the guidance above to be inaccurate, please contact Michael Pearce at mpearce@mapc.org. Questions regarding Proposal submission only will be accepted up to 2 business days before the due date and time of this RFP. The submittal of all other questions must adhere to the timeline outlined in this RFP.

3.2 Proposal and Submission Instructions

Proposers are cautioned to read this RFP carefully and to conform to its requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection of a Proposal.



All Proposals, including all Required Submissions, must be submitted electronically, in Adobe Portable Document (PDF) format and include:

1. Proposal (See Section 3.3)
2. Required Forms
 - a. Authorized Proposer's Signature and Acceptance Form
 - b. Certificate of Non-Collusion¹
 - c. Certificate of Tax Compliance²
 - d. Conflict of Interest Certification
 - e. Certificate of Compliance with M.G.L. c. 151B
 - f. Certificate of Non-Debarment

The following requirements and cautions apply to all Proposals and all forms.

- The Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the proposer. Proof of such authorization must be included.
- The Proposal must indicate the contracting entity, which must also be the signatory on all documents.

Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

3.3 Proposal Requirements

Proposals must include the information below.

1. Proposer's Qualifications and Experience
 - a. Proposers must include a description of their qualifications and experience. This description should include:
 - i. A description of the Proposer's experience providing the specified services and products described in Section 2.
 - ii. A description of the assigned project team who shall administer, coordinate, and manage this project. This description should also include the resumes for the Project Manager and project team.
 - iii. A description of the Project Manager's overall availability for the project. This availability may be expressed as a percentage (total time of the project/Project Manager's availability = percentage of time Project Manager is available for project).
2. Site Signal Survey Action Plan

¹ This Certificate of Non-Collusion is a required form. The failure to include this signed form will automatically result in disqualification of a proposal.

² The Certificate of Tax Compliance is a required form. The failure to include this signed form will automatically result in disqualification of a proposal.



- a. The Site Signal Survey Action Plan is a summary of the Proposer's solution. The proposed solution must meet all the requirements listed in Section 2.
3. Itemized Cost Summary
 - a. The Cost Summary must be an all-inclusive itemized fixed price proposal, including all costs and expenses related to this engagement broken down by the Tasks identified in Section 2.2.2. The Cost Summary must also include a unit cost for additional site signal surveys that may be needed at the Columbus Corridor properties in the event more than 75 surveys will be required.
 1. NOTE: Any additional surveys, and their associated costs, that may be required will need to be approved by MAPC in writing prior to any work taking place.
 - ii. Costs or expenses not included in the Cost Summary will not be paid.
 - iii. The Cost Summary should be good for **ninety (90) Days** from the date submitted.
4. Project Timeline
 - a. The Proposer must include a Project Timeline for the delivery of the solution. The Bidder should use the date on which a contract is executed as the first date (date 0) of their submitted timeline. The submitted timeline must not be altered unless otherwise agreed upon by MAPC and the successful Proposer. The successful Proposer is expected to complete **Task 1-Project Kick Off Meeting** within one week of the execution of the contract, and to adhere closely to the timelines outlined in Section 2.
5. References
 - a. Proposers must include at least three (3) references. References should be from public sector clients within the last three (3) years. Use a separate sheet(s) clearly marked "REFERENCES" to provide the following information for each reference:
 - Customer Name
 - Years as a customer
 - Street
 - City, State, Zip
 - Contact Person
 - Telephone number

3.4 Questions

Questions regarding the RFP must be submitted by electronic mail to the Team Lead listed on the title page at the e-mail address listed. Questions must include the Subject Line: "Questions – RFP # **12132024**". All questions must be received by the deadline identified in Section 1.1 above.

3.5 Proposer's Conference

A Voluntary Proposer's Conference will be held virtually on **December 20, 2024 at 10AM, ET. Zoom**. Zoom info below:

Join Zoom Meeting

<https://us06web.zoom.us/j/88249981802?pwd=a1NVrBDLL6Rn1220ystTSwytGzthoX.1>



Meeting ID: 882 4998 1802

Passcode: 622072

4. EVALUATION PROCESS AND CRITERIA

4.1 Process

MAPC and MassTech have determined that identification of the most advantageous Proposal for the goods and services outlined in Section 2 requires comparative judgement of factors in addition to cost. An Evaluation Committee selected by MAPC will evaluate Proposals and determine the highest scoring of those received.

MAPC may request additional clarifying information from Proposers during this evaluation process. As part of the selection process, MAPC may invite Proposers to attend an interview where they would answer specific questions regarding their Proposal and other related questions. MAPC will promptly notify the Proposer and award the contract(s) upon conclusion of the evaluation process. In its sole discretion, MAPC may choose to enter into a negotiation period with one or more Proposer(s) and then ask the Proposer(s) to submit a best and final offer.

4.2 Rule for Award

A contract for the goods/services identified in Section 2 of this RFP will be awarded based on best value, to be determined through the evaluation process using the criteria detailed below.

4.3 Criteria

Selection of a Proposer to provide the goods and services sought herein may be based on criteria that include but are not limited to:

- Qualifications and experience of the Proposer and subcontractor(s) and the primary personnel identified by the Proposer that will provide the goods and/or services.
- Record of experience in providing similar goods and/or services to other clients.
- Demonstrated understanding of the goods and/or services by the Proposer and the reasonableness of the Proposer's approach to providing the goods and/or services.
- Knowledge, skills and experience to be evaluated include knowledge of and experience in network design, particularly for public sector clients.
- Reasonableness of the Cost Summary.
- Reasonableness of the proposed project schedule for providing the goods and/or services.
- Status of Proposer and/or subcontractor(s) as a minority business enterprise, women's business enterprise, disadvantaged business enterprise, veteran business enterprise, or a labor surplus area firm.

The order of these factors does not generally denote relative importance. The goal of this RFP is to select and enter into an Agreement with the Proposer that will provide the best value for the goods and/or services to achieve MAPC and MassTech's goals. MAPC reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the "best value".



4.4 Evaluation

The Scoring Matrix that will be used to evaluate Proposals can be found in Attachment C.

5. GENERAL CONDITIONS

5.1 General Information

If a Proposal fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. MAPC reserves the right to waive omissions or irregularities that it determines to be not material. Lack of debarment status by either the state or federal government is also required.

The contract resulting from this procurement will contain certain standard provisions, including mandatory federal flow down provisions. Please see Attachment D for the contract that is to be signed by the Proposer and submitted as part of their Proposal.

This RFP, in its current form and as amended by MAPC, does not commit MAPC to select any Proposer(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. MAPC reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with Proposers, to accept or reject any or all Proposals received, to request supplemental or clarifying information, to negotiate with any or all qualified Proposers, and to request modifications to Proposals in accordance with negotiations, all to the same extent as if this were a Request for Information. MAPC reserves the right to cancel all or part of this solicitation. The issuance of this solicitation does not imply any commitment to purchase any product or services from any Proposer.

- a. On matters related solely to this RFP that arise prior to an award decision by MAPC, Proposers shall limit communications with MAPC to the Procurement Team Leader and such other individuals as MAPC may designate from time to time. No other MAPC employee is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Proposers may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.
- b. MAPC may provide reasonable accommodations, including the provision of materials in an alternative format, for Proposers with disabilities or other hardships. Proposers requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. MAPC reserves the right to grant or reject any request for accommodations.
- c. Proposals shall be treated by MAPC as an accurate statement of Proposer's capabilities and experience. Should any statement asserted by the Proposer prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for MAPC to reject the Proposal and/or terminate of any resulting Agreement.



- d. Costs that are not specifically identified in the Proposer’s response and/or not specifically accepted by MAPC as part of the Agreement will not be compensated under any contract awarded pursuant to this RFP.
- e. MAPC reserves the right to amend the Agreement at any time prior to execution. Proposer should review the Agreement as they are required to specify any exceptions to the Agreement and to make any suggested counterproposal in their Proposal. A failure to specify exceptions and/or counterproposals will be deemed an acceptance of the Agreement’s general terms and conditions, and no subsequent negotiation of such provisions shall be permitted.
- f. Proposal prices must remain firm for 90 days after the Proposal opening, however, it is anticipated that the contract for this solicitation will be awarded within approximately two weeks of the Proposal submission deadline . This time may be extended by mutual consent of the selected Proposers and MAPC. Upon award, the engagement must commence immediately upon execution of the contract with the selected Proposer.
- g. This RFP, as well as the successful Proposer’s response will become part of the contract.
- h. MAPC is the awarding entity that will sign the contract and to whom invoices will be submitted and by whom the Proposer will be paid. All prices quoted shall be exclusive of Massachusetts sales tax and use tax and federal excise tax from which MAPC is exempt.
- i. It is the responsibility of all Proposers to examine the entire RFP and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing an offer confers no right of withdrawal after the due time and date.
- j. Erasures, interlineations or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the offer.
- k. Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.

5.2 Insurance

The selected Proposer shall at all times during the term of the contract maintain insurance in full force and effect acceptable to MAPC that satisfies the minimum requirements outlined below. The selected Proposer agrees to furnish MAPC with certificates of insurance or other evidence satisfactory to MAPC if requested.

Workers Compensation & Employers Liability	Statutory
Employer’s Liability	\$500,000
Bodily Injury Liability aggregate	\$1,000,000 each occurrence/\$2,000,000
Excess Umbrella Liability	\$1,000,000 each occurrence
Errors and Omissions	\$1,000,000



5.3 Payment for Services Rendered

The goods and/or services procured through this RFP are funded by grant funds from the Massachusetts Broadband Institute at the MassTech Collaborative under the Municipal Digital Equity Partnership Program. Payment to the selected Proposer will not be made until goods and/or services are received in full and the receipt of satisfactory goods and/or services is confirmed by MAPC. The standard turnaround time for payment to the selected Proposer from the time of invoice approval and goods and/or services acceptance is a minimum of 45 days. MAPC will make all necessary effort to expedite payment cycles but will not be liable for slow payment cycles.

5.4 Proposer Wages, Mileage, and Supplies

Total contract costs must include mileage, supplies, and materials. Billing will occur upon completion of Tasks with all required backup documentation.

5.5 Indemnification

The Proposer shall indemnify, hold harmless and defend MAPC, MassTech, MBI, and the Urban Edge Housing Corporation their officers, agents, and employees from all liability of any nature or kind, including costs and expenses for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, negligent, or wrongful acts of the Proposer, subcontractor(s), or anyone directly or indirectly employed by them in performance of this contract.

5.6 Subcontractors

The use of subcontractors for this work is not anticipated. If the Proposer intends to perform any or all work related to this contract through subcontractor(s), said subcontractor(s) names, business affiliations, and addresses must be attached with the Proposal and referenced to the appropriate work to be performed. Proposers will take all appropriate steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Proposer is responsible for the satisfactory performance and adequate oversight of its subcontractors and ensure the legal and contractual compliance of named subcontractor(s). Use of subcontractor(s) not named in the Proposal is prohibited.

5.7 Publicity and News Releases

The selected Proposer shall not make any pronouncements or news releases pertaining to this solicitation for Proposals or the award of a contract for this Proposal without prior approval from MAPC.

5.8 Ownership and Confidentiality of Work Product

Upon completion of this project, the work product in its entirety becomes the property of MAPC and Mass Tech Collaborative. All electronic documents must have the ability to be accessed and updated when needed.

5.9 Accountability

The selected Proposer will work under the direct supervision and direction of MAPC or its designee.



5.10 Acceptance

A schedule of deliverables will be included in the contract with the selected Proposer. Copies of all interim deliverables will be provided to MAPC, or its designee, at times agreed upon in the contract. MAPC, or its designee, reserves the right to either accept the deliverable or request modifications. Final project deliverables are also subject to these “acceptance” terms.

5.11 Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the COMMBUYS website. If MAPC determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to COMMBUYS. It is the responsibility of each potential Proposer to check the COMMBUYS websites for any addenda or modifications to the RFP. MAPC accepts no liability and will provide no accommodation to Proposers who submit a response based on an out-of-date RFP. A copy of all addenda that are issued should be included in the Proposal and each addendum should be initialed in the bottom left corner of the first page of the document by the Proposer.

6. PRODUCT AND PERFORMANCE TERMS

6.1 Quality Requirements

All products must be new and fully serviceable and suited to their intended use consistent with the manufacturers' specifications and representations, and any representations made by selected Proposer(s). Used and previously opened items will not be accepted.

6.2 “Or Equal”

An item at least equal to one or more that are named or described above may be offered by a Proposer.

The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of quality only. An item equal to one or more that are named or described in the Specifications may be offered by a Proposer. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the use intended, and (3) it conforms substantially to the requirements of the specifications with only minor deviations immaterial to the requirements of the preceding conditions (1) and (2). The name and manufacturer’s published product specifications establishing product equality must accompany “Or Equal” Proposals. Acceptance of “Or Equal” Proposals shall be at the sole discretion of MAPC whose decision shall be final.

6.3 Warranty

The Proposer is required to provide a manufacturer warranty on all purchased parts.

6.4 Method of Acquisition

All purchases shall be outright purchases. Leases, lease-purchases and credit-based purchases are specifically not authorized. MAPC will issue purchase orders.



6.5 Delivery

All goods and/or services must be delivered per MAPC “Ship To” instructions.

All deliveries must be signed for by a properly authorized person at the “Ship To” address on the purchase order. Proposers will not be paid for deliveries left without proper signatures.

The Proposer acknowledges and agrees that it is the sole responsibility of the Proposer to secure all items delivered to the “Ship To” location. Shipping arrangements must be proposed and accepted, in writing, by MAPC to accept and store supplies.

The Proposer is responsible for the security of all tools, supplies, and equipment brought on-site for the purpose of completing the contracted work throughout the duration of the project. MAPC, Mass Tech, the Urban Edge Housing Corporation, and MBI shall not be responsible or liable for the loss, theft, damage, or destruction of any tools, supplies, equipment, or other items belonging to the Proposer.

6.6 Returns

The selected Proposer shall unconditionally accept and pick-up or ship, at the Proposer’s expense, any and all items found to be damaged or not in compliance with the specifications, model numbers, descriptions or other representations upon which a contract is awarded. Returns shall be promptly credited. Cash returns shall not be tendered.

6.7 Invoicing

The selected Proposer must direct all invoices via email to:

Metropolitan Area Planning Council

Attn: Michael Pearce

6 Temple Place

Boston, MA 02111

Mpearce@mapc.org

MAPC is tax-exempt. Sales taxes and finance charges will not be paid.

Invoices must contain, or be accompanied by, the following information:

- MAPC Purchase Order Number
- MAPC Contract Number
- Quantity Purchased
- Item Number and Description
- Unit Price
- Extended Price
- Total Price
- Services Price
- Total Amount Payable
- Drop-ship Address



- Delivery Date

6.8 Change Orders and Adjustments

MAPC will consider an adjustment of the Proposer price, pending the availability of funds and approval of such funds by MAPC, if field conditions differ substantially or materially from the plans or if MAPC suspends or delays work for 15 days or more. MAPC is the only party authorized to approve change orders and is not obligated to pay for change orders that are not approved in writing by MAPC.

MAPC will make prompt decisions on interpretations of the specifications and other approvals.



ATTACHMENT A - REQUIRED FORMS

Required forms are included in subsequent pages.



Authorized Proposer's Signature and Acceptance Form

The undersigned is a duly authorized representative of the Proposer listed below. The Proposer has read and understands the RFP requirements. The Proposer acknowledges that all of the terms and conditions of the RFP are mandatory, and that Proposer's response is compliant with such requirements.

The Proposer understands that, if selected by MAPC and MassTech the Proposer and MAPC will execute an Agreement specifying the mutual requirements of participation. The undersigned has either (please check one):

Specified exceptions and counter-proposals to the terms and conditions of the Agreement;

Or;

Agrees to the terms and conditions set forth therein;

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this response shall be deemed a waiver, and the Agreement shall not be subject to further negotiation.

Proposer agrees that the entire Proposal will remain valid for ninety (90) days from receipt by MAPC.

I certify that Proposer is in compliance with all corporate filing requirements and State tax laws. I further certify that the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Proposer: _____
(Printed Name of Proposer)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____



Certificate of Non-Collusion

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the Proposal.

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

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date



Certificate of Tax Compliance

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

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date



Certificate of Compliance with M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with M.G.L. c. 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Authorized Agent of the Proposer:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#



Certificate of Non-Debarment

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the MAPC and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Proposer:

Signature (blue ink please)

Printed Name

Title

Date

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

SS# or Federal ID#



ATTACHMENT B – COLUMBUS CORRIDOR PROPERTY DETAILS

Name Insured	Address	City	Zip	Individual Building Units #'s	Legal Entity Unit #'s
Academy Homes I	Bldg 1: 1-33 SLAYTON WAY	ROXBURY	02119	53	202
	Bldg 1: 2-20 ACADEMY COURT	ROXBURY	02119		
	Bldg 2: 42-48 ACADEMY COURT	ROXBURY	02119	12	
	Bldg 2: 54-60 ACADEMY COURT	ROXBURY	02119		
	Bldg 3: 10 WEAVER WAY	ROXBURY	02119	15	
	Bldg 3: 64-98 ACADEMY TERRACE	ROXBURY	02119		
	Bldg 4: 1-19 WEAVER WAY	ROXBURY	02119	9	
	Bldg 5: 45-75 WEAVER WAY	ROXBURY	02119	11	
	Bldg 6: 40-74 WEAVER COURT	ROXBURY	02119	29	
	Bldg 7: 12-20 SLAYTON WAY	ROXBURY	02119	11	
	Bldg 7: 52-60 SLAYTON WAY	ROXBURY	02119		
	Bldg 8: 26-56 SLAYTON WAY	ROXBURY	02119	23	
	Bldg 8: 22-46 SLAYTON WAY	ROXBURY	02119		
	Bldg 9: 2-16 SLAYTON WAY	ROXBURY	02119	10	
	Bldg 10: 47-63 SLAYTON WAY	ROXBURY	02119	15	
Bldg 11: 26-70 SLAYTON WAY	ROXBURY	02119	14		
JC Owner LLC	1540 COLUMBUS AVE	ROXBURY	02119	8	37
Jackson Commons UE LLC	1540 COLUMBUS AVE	ROXBURY	02119	29	
Urban Edge Housing Corporation	2000 COLUMBUS AVE	ROXBURY	02119	1	5
	2010 COLUMBUS AVE	ROXBURY	02119	4	
Amory Terrace Limited Partnership	89 AMORY ST	ROXBURY	02119	9	64
	90 AMORY ST	ROXBURY	02119		
	91 AMORY ST	ROXBURY	02119		
	92 AMORY ST	ROXBURY	02119		
	93 AMORY ST	ROXBURY	02119		
	94 AMORY ST	ROXBURY	02119		
	95 AMORY ST	ROXBURY	02119		
	10 AMORY AVE	ROXBURY	02119		
20 AMORY AVE	ROXBURY	02119	47		
Bancroft Dixwell LLC	6 ERNST STREET	ROXBURY	02119	3	54
	8 ERNST STREET	ROXBURY	02119	3	
	10 ERNST STREET	ROXBURY	02119	3	
	12 ERNST STREET	ROXBURY	02119	3	
	1871 COLUMBUS AVENUE	ROXBURY	02119	6	
	1 BANCROFT STREET	ROXBURY	02119	3	



	3 BANCROFT STREET	ROXBURY 02119	3	
	5 BANCROFT STREET	ROXBURY 02119	3	
	7 BANCROFT STREET	ROXBURY 02119	3	
	9 BANCROFT STREET	ROXBURY 02119	3	
	11 BANCROFT STREET	ROXBURY 02119	3	
	12 DIXWELL STREET	ROXBURY 02119	3	
	14 DIXWELL STREET	ROXBURY 02119	3	
	18 DIXWELL STREET	ROXBURY 02119	3	
	20 DIXWELL STREET	ROXBURY 02119	3	
	21 DIXWELL STREET	ROXBURY 02119	3	
	23 DIXWELL STREET	ROXBURY 02119	3	
Cleaves Dimock-Bragdon LP	1845-1865 COLUMBUS AVENUE	ROXBURY 02119	54	90
	1-17 CLEAVES CT	ROXBURY 02119	36	
Egleston Crossing UE Limited Partnership	3091 WASHINGTON STREET	ROXBURY 02119	20	64
	3037 WASHINGTON STREET	ROXBURY 02119	44	
Egleston Infill LLC - Walker Park	67 WALNUT PARK	ROXBURY 02119	32	49
	80 WALNUT PARK	ROXBURY 02119	17	
UE Apartments LLC	2014 COLUMBUS AVE	ROXBURY 02119	9	52
	2018 COLUMBUS AVE	ROXBURY 02119	9	
	2020 COLUMBUS AVENUE	ROXBURY 02119		
	2021 COLUMBUS AVENUE	ROXBURY 02119		
	2022 COLUMBUS AVENUE	ROXBURY 02119		
	2023 COLUMBUS AVENUE	ROXBURY 02119		
	2024 COLUMBUS AVENUE	ROXBURY 02119		
	2025 COLUMBUS AVENUE	ROXBURY 02119	16	
	2026 COLUMBUS AVENUE	ROXBURY 02119		
	2027 COLUMBUS AVENUE	ROXBURY 02119		
	2028 COLUMBUS AVENUE	ROXBURY 02119		
	2029 COLUMBUS AVENUE	ROXBURY 02119		
	2030 COLUMBUS AVENUE	ROXBURY 02119		
	7 DIXWELL STREET	ROXBURY 02119	3	
	9 DIXWELL STREET	ROXBURY 02119	3	
	11 DIXWELL STREET	ROXBURY 02119	3	
	13 DIXWELL STREET	ROXBURY 02119	3	
1980 COLUMBUS AVENUE	ROXBURY 02119	3		
1991 COLUMBUS AVE	ROXBURY 02119	3		
Wardman UE Limited Partnership	50 WALNUT PARK	ROXBURY 02119	6	88
	60 WALNUT PARK	ROXBURY 02119	6	
	79 WALNUT PARK	ROXBURY 02119	14	
	65 WESTMINSTER AVE	ROXBURY 02119	14	
	71 WESTMINSTER AVE	ROXBURY 02119	6	
	3 WARDMAN RD	ROXBURY 02119	6	
	7 WARDMAN RD	ROXBURY 02119	6	



	9 WARDMAN RD	ROXBURY	02119	6		
	11 WARDMAN RD	ROXBURY	02119	6		
	15 WARDMAN RD	ROXBURY	02119	6		
	17 WARDMAN RD	ROXBURY	02119	6		
	19 WARDMAN RD	ROXBURY	02119	6		
Wilshire Westminster LLC	30 WESTMINSTER CT	ROXBURY	02119		70	
	36 WESTMINSTER CT	ROXBURY	02119			
	42 WESTMINSTER CT	ROXBURY	02119			
	54 WESTMINSTER CT	ROXBURY	02119			
	66 WESTMINSTER CT	ROXBURY	02119	70		
	90 WESTMINSTER CT	ROXBURY	02119			
	96 WESTMINSTER CT	ROXBURY	02119			
	102 WESTMINSTER CT	ROXBURY	02119			
	108 WESTMINSTER CT	ROXBURY	02119			
Walnut Washington Apartments LLC	38 WALNUT PARK	ROXBURY	02119	12	47	
	15 WALDREN RD	ROXBURY	02119	11		
	361 WALNUT AVE	ROXBURY	02119			
	362 WALNUT AVE	ROXBURY	02119	24		
	363 WALNUT AVE	ROXBURY	02119			
4151 LLC	51 WALNUT PARK	ROXBURY	02111	3	3	
137 Amory Street LLC	137 AMORY STREET (Holtzer Park)	ROXBURY	02119	62	62	
				Total	887	887



Attachment C – Scoring Matrix

Criteria #	Criteria Evaluation Metrics	Weight	Score (1-10)	Weighted Score	Scoring Notes
1: Qualifications and Experience	<p>Proposal identifies past relevant experience successfully completing projects of similar size and scope.</p> <p>A sufficient level of appropriately skilled staff are assigned to this project, including a project manager and administrative, programmatic, and implementation team members.</p>	19%		0	
2: Site Signal Survey Action Plan	<p>Proposal provides a detailed summary of a feasible Site Signal Survey Action Plan, including an efficient and logical approach to determining optimal testing locations, and thoroughness in addressing all other tasks outlined in Section 2.2.2.</p>	19%		0	
3: Itemized Cost Summary	<p>The fixed price proposal identifies itemized costs as outlined in Section 3.3. Costs identified are appropriate and reasonable.</p>	39%		0	
4: Project Timeline	<p>The project timeline is reasonable and conveys that the proposer has robust capacity and project management capabilities.</p>	9%		0	
5: Clarity and Completeness	<p>The plan of approach to complete the scope of work as specified is very logical and well-thought-out, and fully addresses all elements stated in the RFP.</p>	9%		0	
6: Status as Small, Minority, Women, or Veteran Owned Business or Labor Surplus Area Firm	<p>Proposal includes relevant documentation confirming status.</p>	5%		0	
TOTAL SCORE				0	



Attachment D – Contract

CONTRACTUAL AGREEMENT TO PURCHASE

MAPC Urban Edge RFP 12132024

* Required entry

ARTICLE 1

CONTRACTING PARTIES

1.1 THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Metropolitan Area Planning Council (MAPC) and

* [Service Provider],

whose principal office address and state of incorporation are set forth in Section 10.2.

ARTICLE 2

SUBJECT OF AGREEMENT

2.1 WHEREAS, MAPC desires to retain the Service Provider to provide goods and/or services to MAPC, and the Service Provider is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions listed in Exhibit C, and the following Request for Proposals [RFP] as it relates to provision of the items specified in Appendix A and as hereinafter set forth.

2.2 NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE SERVICE PROVIDER

3.1 MAPC hereby engages the Service Provider, and the Service Provider hereby accepts the engagement, to provide goods to and/or perform certain services for MAPC, as described in Article 2.

3.2 In the performance of service under this Agreement, the Service Provider acts at all times as an independent Service Provider. There is no relationship of employment or agency between MAPC, on the one hand, and the Service Provider on the other, and neither party shall have nor 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 Agreement which the parties view as consistent with their independent Service Provider relationship.



ARTICLE 4

SERVICES OF THE SERVICE PROVIDER

4.1 The Service Provider will provide the goods and/or services as described in the RFP cited in Section 2 of MAPC Urban Edge RFP 12132024.

4.2 The Service Provider shall report, and be responsible, to MAPC or its designee as set forth on Exhibit B.

4.3 There shall be no modification to the list of goods, including substitutions of specific products offered in the Service Provider's bid, or amendment of the scope of services provided for in this Agreement, without the prior written approval of MAPC. MAPC shall be under no obligation to pay for any goods or services not so authorized.

4.4 The Service Provider represents and warrants to MAPC as follows:

4.4.1 That it and all its personnel (whether employees, agents or independent Service Providers) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

4.4.2 That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

4.4.3 That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

4. That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
5. That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

ARTICLE 5

TERM

5.1 The term of this Agreement shall commence on the date of its execution by both parties and continue for one (1) ninety (90) day period or until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Service Provider's performance by MAPC, or until otherwise terminated as provided by this Agreement or the RFP, and may be extended for two (2) additional ninety (90) day terms at the sole discretion of MAPC.

5.2 The Service Provider agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Service Provider acknowledges that time is of the essence as it relates to performance under this Agreement.



ARTICLE 6

PAYMENTS TO THE SERVICE PROVIDER

6.1 MAPC's total payment to Service Provider under this Agreement shall not exceed _____* unless otherwise authorized in writing pursuant to Article 4. This amount shall include any and all expenses and costs incurred by Service Provider in performing the work.

ARTICLE 7

TERMINATION

7.1 Either MAPC or the Service Provider may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

7.2 MAPC shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

7.3.1 MAPC shall remain liable for payments for the services and/or expenses of Service Provider accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by MAPC as a result of the Service Provider's default, if any), as determined by MAPC, but for no other amounts including, without limitation, claims for lost profits on work not performed.

2. The Service Provider shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 The Service Provider agrees to indemnify and save MAPC harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Service Provider (including all its employees or agents) in providing the goods/services in Exhibit A, or any breach of the terms of this Agreement, which constitute an obligation of the Service Provider. The Service Provider shall reimburse MAPC for any and all costs, damages and expenses, including reasonable attorney's fees, which MAPC pays or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC expressed or not expressed in the **RFP** and with respect to this Agreement.

8.2 Before providing the goods/services in Exhibit A, the Service Provider shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.



8.3 The Service Provider shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Service Provider (whether completed or in process) shall become the property of MAPC. The Service Provider shall immediately deliver or otherwise make available all such material to MAPC.

9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

9.3 Except as otherwise expressly provided in this Agreement, any decision or action by MAPC relating to this Agreement, its operation, or termination, shall be made only by the Housing Authority or its designated representative identified in Exhibit B.

9.4 This Agreement, together with its Exhibits, the **RFP** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Housing Authority and the Service Provider with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in Exhibit B.

9.5 In the event any terms and conditions of this Agreement conflict with those contained in the **RFP** and its **Addenda**, the **RFP** and its **Addenda** shall prevail.

9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith.

9.7 The parties agree that all procurements that are funded with federal funds will be performed in accordance with all known applicable federal procurement and contracting requirements.



ARTICLE 10

SIGNATURES

10.1 For MAPC:

X _____

Signature

Marc Draisen _____

Name

Executive Director _____

Title

Date

Phone

Fax

e-mail

10.2

For the Consultant:

X _____

* Signature

* Title

* Name

* Date

* Company Name

* Street/P.O. Box

* City, State, ZIP

* Phone

* Fax

* e-mail

* Affix Corporate Seal ⇨

(or mark "n/a")



FEDERAL FUNDS CONTRACT RIDER (WHERE APPLICABLE)

RECITALS

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

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

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

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

Witnesseth that the parties have AGREED as follows:

ARTICLE 1

INTRODUCTION

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

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

ARTICLE 2

CONTRACT PROVISIONS APPLICABLE TO ALL TYPES OF FEDERALLY FUNDED CONTRACTS

2.1 Rights to Inventions Made Under a Contract or Agreement

(a). In the event that this Contract is funded by a federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

2.2 Debarment and Suspension



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

2.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

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

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

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b). Subrecipient or contractor shall insert the above clause in all subcontracts and other contractual instruments.

2.4 Clean Air Act and Federal Water Pollution Control Act

(a). Clean Air Act

(i). If the Contract value exceeds \$150,000, the subrecipient or contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq.



The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agreed that the federal awarding agency will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

(b). Federal Water Pollution Control Act

(i). The subrecipient or contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1241 et seq.

The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agrees that the federal awarding agency will, in turn, report each violation as required to assure notifications to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

2.5 Byrd Anti-Lobbying Clause and Certification

(a). Byrd Anti-Lobbying Amendment

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

(b). Required Certification for Awards Exceeding \$10,000

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

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,



renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ARTICLE 3

CONTRACT PROVISIONS APPLICABLE TO ALL TYPES OF FEDERALLY FUNDED CONTRACTS

3.1 Equal Employment Opportunity Clause

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

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

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

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



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

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

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

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Service Provider. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Service Provider as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contracts and subcontracts by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3.2 Davis- Bacon Act

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

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

(c). Davis-Bacon Prevailing Wage Certification



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

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

3.3 Compliance with the Copeland “Anti-Kickback” Act

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

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

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

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

3.4 Contract Work Hours and Safety Standards Act

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

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

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

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



Contracts are required to contain the text of 29 C.F.R. § 5.5(b)(1) – (4) as follows:

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

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

(i) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract.



Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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

ARTICLE 4

CONTRACT PROVISIONS APPLICABLE TO FEDERALLY FUNDED CONTRACT INVOLVING PROCUREMENT

4.1 Procurement of Recovered Materials

(a). If this Contract involves a procurement with a value exceeding \$10,000 performed by a state agency or an agency of a political subdivision of a state and its contractors, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, applies.

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

4.2 Domestic Preferences for Procurement

(a). Pursuant to 2 C.F.R. § 200.322, As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:



1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



EXHIBIT A

Exhibit A is the Proposer's submitted Proposal in its entirety. This includes all information provided as requested in Section 3.3 of MAPC Urban Edge RFP 12132024.



EXHIBIT B - NOTICE ADDRESSEES

A.1 For MAPC:

Michael Pearce _____
Name

Municipal Services Specialist _____
Title

60 Temple Place, 6th Floor _____
Street Address

Boston, MA 02111 _____
City, State, ZIP

617-933-0717 _____
Phone

617-482-7185 _____
Fax

mpearce@mapc.org _____
e-mail

A.2 For the Service Provider:

* _____
Name

* _____
Title

* _____
Street Address

* _____
City, State, ZIP

* _____
Phone

* _____
Fax

* _____
e-mail