

**City of Somerville: Standard Contract Form**

AMENDMENT 1

CONTRACT NAME:**Clean Energy or IT Education for Low- or Moderate Income
Somerville Residents**

City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") the Vendor, defined as follows, ("Vendor"):

CONTRACT NUMBER: **230330** **dated** **4/3/2023**

WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following:

Clean Energy or IT Education for Low- or Moderate Income Somerville Residents

WHEREAS, The Chief Procurement Officer has determined that an amendment is necessary to fulfill the actual needs of the City, and is more economical and practical than awarding another contract.

This Amendment is made by and between the City of Somerville ("City") and
Benjamin Franklin Cummings Institute of Technology (the "Vendor").

Vendor Name:	Benjamin Franklin Cummings Institute of Technology		
Vendor Address:	41 Berkeley Street, Boston, MA 02116		
Vendor Contact Name, Email, & Tel./Fax #:	Michael Goldstein	mgoldstein@franklincummings.edu	
	617-588-1299		
Contract Amount:	\$214,000.00 Not to Exceed		
Purchase Order #:	20238405		
Contract Term:	4/3/2023	through	11/30/2025
Term:	The term of this Contract shall commence on 4/3/2023 and shall end on 11/30/2025 (“Term”). The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.		
Procurement Type:	Grant Agreement per MGL c. 30B:2		
Contracting Department:	OSPCD-Economic Dev	Project Manager:	William Blackmer

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows, to amend as follows:

1.1) The parties agree to amend the end of the Contract Term (and Completion Date) to the following: **11/30/2025**

1.1) The parties agree to amend the scope as follows: **additional invoice and reports dates and adjustment to stipend distribution**, per Appendix A.

2.) Insurance. Concurrent with the execution of this Amendment, the Vendor shall deposit with the City new policies or certificates of insurance, in form and substance satisfactory to the City, for any additional insurance coverage required by this Amendment or existing insurance coverage about to expire.

3.) Continuing Representations. Execution of this Amendment by the Vendor shall constitute an affirmation that the certifications, representations, and warranties contained in the Contract remain true and correct.

4.) No Default. Execution of this Amendment by the Vendor shall constitute and affirm that the Vendor is not in default of any certification, representation, warranty, covenant or other provision contained in the Contract and no event has occurred which, but for the lapse of time or service of notice, or both, would constitute a default thereunder.

Vendor Certifications:	Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth attached to original contract (first noted above) made part hereof. Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.		
	The Vendor certifies that its Federal tax identification number as reported to the IRS is: 04-2103576		
	This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.		

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Appendix B: Forms (Check if Applicable; If Unchecked, Not Applicable)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certificate of Authority | <input checked="" type="checkbox"/> Somerville Living Wage Ordinance Form |
| <input checked="" type="checkbox"/> Evidence of Insurance | <input type="checkbox"/> Vulnerable Road Users Ordinance Form |
| <input checked="" type="checkbox"/> Certificate of Good Standing | <input type="checkbox"/> Campaign Contribution Disclosure Form |

IN WITNESS WHEREOF, the City and the Vendor have executed this amendment as a sealed instrument.

VENDOR

Date Signed: 7/15/2024

Print Title: Chief Financial Officer

Print Name: Kevin Hepner

CITY

City Auditor's Encumbrance Statement


I hereby certify that the total contract amount is \$ 214,000.00 and that an unencumbered balance of


\$ N/A is available for the current fiscal year of this contract. I further certify that a sum of

\$ N/A is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

X 
Edward Bean, City Auditor

X  8-6-2024
Katjana Ballantyne, Mayor Date Signed

X 
Thomas Galligani, Executive Director of OSPCD

X 
Approved as to form:
~~Cynthia Amara~~, City Solicitor
Jason Piques, Asst.

Appendix A
Amendment Documentation
(If Applicable)



CITY OF SOMERVILLE, MASSACHUSETTS
MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT

**KATJANA
BALLANTYNE
MAYOR**

TOM GALLIGANI
EXECUTIVE DIRECTOR

April 12, 2024

Michael Goldstein
Chief Innovation Officer
Interim Dean of Admissions
Benjamin Franklin Cummings Institute of Technology
mgoldstein@franklincummings.edu

Dear Michael,

This letter is to inform you that your request for a no-cost extension to November 30, 2025 and to change the stipend distribution timeline has been granted.

City of Somerville staff will be following up to discuss the process for amending the grant services agreement.

Sincerely,

William Blackmer
Workforce Development Coordinator – Economic Development
Mayor's Office of Strategic Planning and Community Development
City of Somerville



CITY HALL • 93 HIGHLAND AVENUE • SOMERVILLE, MASSACHUSETTS 02143 (617) 625-6600 EXT. 2500 • TTY: (617) 666-0001 • FAX: (617) 625-0722
www.somervillema.gov

Scope of Services

Benjamin Franklin Cummings Institute of Technology (FC Tech), the “grantee”, will recruit 15 low- or moderate-income Somerville residents to enroll in a Clean Energy or IT certificate program, or work towards completion of an Associate’s degree in one of these program areas at little to no cost. During recruitment efforts, FC Tech will make special efforts to enroll at least 50% underrepresented populations in these industries – individuals of color or women. The 15 residents will be recruited for the 2023-2024 and 2024-2025 academic years. For low-income residents – between Pell grants, state funding, and FC Tech scholarships, the goal is for tuition to be at no cost to these individuals with requested funding covering the costs of textbooks and technology assistance. For moderate-income residents, funding would be used for scholarships to eliminate most of the costs of attendance and these individuals would be expected to pay for their textbooks and have the required technology, a computer or Chromebook.

In addition to tuition assistance, each participant will be assigned a student success coach and will receive access to financial aid, financial aid coaching, financial counseling, career coaching and preparation, tutoring, and other wellness support services. Participants will be eligible for \$1,800 stipends upon successfully completing 3 weeks of class. Participants will be supported during their transition toward next steps of job placement or enrollment in continuing education.

It is understood that the average cost per participant, not including monthly stipends, is \$12,467. Up to \$27,000 may be awarded as monthly student stipends.

This grant will run from April 3, 2023 through November 30, 2025.

I. Invoicing Requirements

This grant will be split into nine invoices and each invoice must be accompanied by a report. See part ii. for **Reporting Requirements**.

Phase 1: Recruitment and Fall 2023 Enrollment – October 6, 2023 deadline

- Grantee may receive up to \$93,500 for successful enrollment of 15 residents. In order to count as enrolled, they must have completed at least 3 weeks of classes.
- Reimbursement request for distributed student stipends can be requested at this time up to \$3,000.

Phase 2: End of Fall 2023 Semester – December 30, 2023 deadline

- Grantee eligible to earn any remaining balance (of the \$93,500) for successful of enrollments up to 15 resident limit.
- Reimbursement request for distributed student stipend can be requested at this time up to \$9,000.

Phase 3: Spring 2024 Semester – April 6, 2024 deadline

- Grantee eligible to earn any remaining balance (of the \$93,500) for successful of enrollments up to 15 resident limit.
- Reimbursement request for distributed student stipend can be requested at this time up to \$9,000.

Phase 4: End of Spring 2024 Semester – June 7, 2024 deadline

- Reimbursement request for any remaining balance (of the \$27,000) for distributed student stipends can be requested.

Phase 5: Summer 2024 – June 21, 2024 deadline

- Reimbursement request for stipends distributed (up to \$27,000)
- Up to \$93,500 for employment placement + 30-day retention OR continuing education, in the Clean Energy or IT Sectors, of up to 12 residents.

Phase 6: Fall 2024 – October 4, 2024 deadline

- Grantee may receive up to \$68,566.67 for successful enrollment of up to 11 residents. To count as enrolled, they must have completed at least 3 weeks of classes.
- Reimbursement request for stipends distributed for September 2024 enrollments (up to \$27,000)

Phase 7: Spring 2025 – February 14, 2025 deadline

- Grantee may receive any remaining funds for successful enrollments for October or January starts within the 15 resident maximum.
- Reimbursement request for stipends distributed for October 2024 or January 2025 enrollments (up to \$27,000)

Phase 8: Summer 2025 – June 20, 2025 deadline

- Grantee eligible to earn any remaining balance (of the \$93,500) for employment placement and 30-day retention OR continuing education, in the Clean Energy or IT Sectors, of at least 12 residents.

Phase 9: End of Grant Period – December 8, 2025 Deadline

- Grantee eligible to earn any remaining balance (of the \$93,500) for employment placement and 30-day retention OR continuing education, in the Clean Energy or IT Sectors, of at least 12 residents.

It is expected that 15 Somerville residents will be enrolled and at least 12 residents will achieve employment placement and 30-day retention OR enrollment in continuing education, in the Clean Energy or IT sectors. If these goals are not reached, City of Somerville will withhold a proportional amount of the enrollment and/or retention payments.

Total: Not to exceed \$214,000

Invoices should be addressed to:

City of Somerville
C/O William Blackmer
93 Highland Ave
Somerville MA, 02143

Invoices should be emailed to William Blackmer at wblackmer@somervillema.gov.

II. Reporting requirements - Report templates will be provided by the City of Somerville

Phase 1 – Recruitment to Enrollment:

1. Organization activities:

a. Did you experience any challenges with the beginning of this program that we can support you with?

b. Note any changes made to program design from the approved scope of work.

2. Learner Demographics: Provide the following information on enrolled participants

- a. # by Race or Ethnic group
- b. # by HUD Area Median Income level
- c. # by Zip Code
- d. # by Highest degree
- e. # by Primary language spoken
- f. # by Gender
- g. # by Employment status at enrollment
- h. # by Wage at enrollment
- i. # by Age range
- j. # by academic program

3. Summary of stipend distribution by student with back up documentation such as a bank statement or cancelled checks.

Phase 2 – End of Semester 1:

1. Organization activities

- a. What has gone well with the program that you would recommend anyone doing this work implement?
- b. Were there any challenges that came up that the funder should be aware of if we try to fund this work again?

2. Learner Demographics: Provide the following information on any *newly* enrolled participants

- a. # by Race or Ethnic group
- b. # by HUD Area Median Income level
- c. # by Zip Code
- d. # by Highest degree
- e. # by Primary language spoken
- f. # by Gender

- g. # by Employment status at enrollment
- h. # by Wage at enrollment
- i. # by Age range
- j. # by academic program

3. Learner progress

- a. # of Learners who enrolled in education who left the program prior to end of semester. If applicable, please explain circumstances surrounding learner's inability to complete program.
- b. Summary of academic achievement of each student;
- c. Summary of stipend distribution by student with back up documentation such as a bank statement or cancelled checks.

Phase 3 – Spring 2024 Semester:

1. Organization activities

- a. What has gone well with the program that you would recommend anyone doing this work implement?
- b. Were there any challenges that came up that the funder should be aware of if we try to fund this type of work again?

2. Learner Demographics: Provide the following information on any *newly* enrolled participants

- a. # by Race or Ethnic group
- b. # by HUD Area Median Income level
- c. # by Zip Code
- d. # by Highest degree
- e. # by Primary language spoken
- f. # by Gender
- g. # by Employment status at enrollment
- h. # by Wage at enrollment
- i. # by Age range
- j. # by academic program

3. Learner progress

- a. # of Learners who enrolled in education who left the program prior to end of semester. If applicable, please explain circumstances surrounding learner's inability to complete program.
- b. # who earned a credential, noting the specific credential earned, if any, including high school diploma or equivalent, postsecondary academic credentials, occupational credentials, and industry-recognized credentials;
- c. Summary of stipend distribution by student with back up documentation such as a bank statement or cancelled checks.

Phase 4 – End of Spring 2024 Semester:

1. Organization activities

- a. What has gone well with the program that you would recommend anyone doing this work implement?

- b. Were there any challenges that came up that the funder should be aware of if we try to fund this type of work again?
- 2. Learner Progress
 - a. # who earned a credential, noting the specific credential earned, if any, including high school diploma or equivalent, postsecondary academic credentials, occupational credentials, and industry-recognized credentials;
 - b. Summary of stipend distribution by student with back up documentation such as a bank statement or cancelled checks.
 - c. Brief learner success story

Phase 5 – Summer 2024:

- 1. Learner Progress
 - a. # who earned a credential, noting the specific credential earned, if any, including high school diploma or equivalent, postsecondary academic credentials, occupational credentials, and industry-recognized credentials;
 - b. # who attained (or improved) employment and retained for 30+ days because of your program, including the following for each:
 - Program Type
 - Employer
 - Job Title
 - Hourly Wage
 - Hourly Wage Gain (i.e. Retention Wage Minus Intake Wage)
 - c. # who enrolled in continuing education
 - Program Type
 - Anticipated Graduation Date
 - d. Summary of stipend distribution by student with back up documentation
 - e. Brief learner success story

Phase 6-9 Invoices:

1. Learner Demographics:

Provide the following information on any *newly* enrolled participants

- a. # by Race or Ethnic group
- b. # by HUD Area Median Income level
- c. # by Zip Code
- d. # by Highest degree
- e. # by Primary language spoken
- f. # by Gender
- g. # by Employment status at enrollment
- h. # by Wage at enrollment
- i. # by Age range
- j. # by academic program

2. Learner Progress:

- a. # of Learners who enrolled in education who left the program prior to end of semester. If applicable, please explain circumstances surrounding learner's inability to complete program.
- b. # who earned a credential, noting the specific credential earned, if any, including high school diploma or equivalent, postsecondary academic credentials, occupational credentials, and industry-recognized credentials;
- c. Summary of stipend distribution by student with back up documentation such as a bank statement or cancelled checks.
- d. # who attained (or improved) employment and retained for 30+ days because of your program, including the following for each:
 - Program Type
 - Employer
 - Job Title
 - Hourly Wage
 - Hourly Wage Gain (i.e. Retention Wage Minus Intake Wage)
- e. # who enrolled in continuing education
 - Program Type
 - Anticipated Graduation Date
- f. # unable to achieve end of grant goal
- g. Any data, feedback, or success stories from employers on the value of the program for their employees and/or new hires
- h. Any additional feedback from program staff and graduates

City of Somerville project manager may request a coordinated classroom observation and/or other opportunity to speak with program participants regarding their opinion of the quality of services delivered. Participants may be asked to share and provide feedback about their experience in the program. Other site visits could include presence of project manager at program events, such as graduations.

Appendix B

Forms

Form: _____
 Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of
Benjamin Franklin Cummings Institute of Technology
 (Insert Full Name of Corporation)
2. I hereby certify that the following individual Kevin Hepner
 (Insert the Name of Officer who Signed the Contract and Bonds)
 is the duly elected Chief Financial Officer of said Corporation.
 (Insert the Title of the Officer in Line 2)
3. I hereby certify that on September 28, 2023
 (Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

Kevin Hepner Chief Financial Officer
 (Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:** Maureen Pompeo
Signature: D7C67E3ADD34430...
 (Clerk or Secretary)
Printed Name: Maureen Pompeo
Printed Title: Clerk
Date: 7/15/2024
 (Date Must Be on or after Date Officer Signed Contract/Bonds)

AFFIX CORPORATE SEAL HERE





William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: May 09, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,

BENJAMIN FRANKLIN CUMMINGS INSTITUTE OF TECHNOLOGY

is a domestic corporation organized on **June 01, 1908**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 23050109750

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: she

INSURANCE REQUIREMENTS

The Grantee shall maintain in full force and effect during the duration of this Agreement the following insurance:

- 1) GENERAL LIABILITY, in primary amount not less than:

\$ 250,000.00 per occurrence

\$ 750,000.00 aggregate

- 2) WORKER'S COMPENSATION, statutory coverage pursuant to M.G.L. Chapter 152.

- 3) AUTOMOBILE LIABILITY, not less than:

\$ N/A combined single limit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Leslie Emack
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext): (617) 330-5700
160 Federal St.	FAX (A/C, No): (617) 439-3752
4th Floor	E-MAIL ADDRESS: lemack@risk-strategies.com
Boston MA 02110	INSURER(S) AFFORDING COVERAGE
	INSURER A: Citizens Ins. Co. of America
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2392082454 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		ZBN758870620	09/15/2023	09/15/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED \$	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP WFD 23.3 Clean Energy and IT Training

City of Somerville is a certificate holder, City of Somerville is included as additional insureds on the GL policy as required by written contract.

CERTIFICATE HOLDER

City of Somerville Purchasing Department 93 Highland Avenue Somerville MA 02143	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BENJFRA-01

MLYONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: PHONE (A/C, No, Ext): (781) 792-3200 FAX (A/C, No): (781) 792-3400 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Independent Schools Compensation Corp. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Benjamin Franklin Cummings Inst of Technology 41 Berkeley Street Boston, MA 02116	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A	WC 000338-24	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Workers' Compensation coverage for:

RFP WFD 23.3 Clean Energy and IT Training. Coverage is subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Somerville Purchasing Department 93 Highland Ave Somerville, MA 02143	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/02/2024



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2024 "Living Wage" shall be deemed to be an hourly wage of no less than **\$17.72** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

*Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

Online at: <https://www.somervillema.gov/departments/finance/procurement-and-contracting-services>

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature:  _____
(Duly Authorized Representative of Vendor)

Title: Chief Financial Officer

Name of Vendor: Benjamin Franklin Cummings Institute of Technology

Date: 7/15/2024

Form: _____
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INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2024 is **\$17.72** per hour.

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Procurement & Contracting Services Department directly.

Online at: <https://www.somervillema.gov/departments/finance/procurement-and-contracting-services>