



Franklin Regional Council of Governments

**REQUEST FOR QUOTES
FOR ENERGY CONSULTING SERVICES TO INCREASE ACCESS TO RENEWABLE
ENERGY TECHNOLOGIES IN FRANKLIN COUNTY, MASSACHUSETTS
RFQ # 2022-2054**

The Franklin Regional Council of Governments (FRCOG) has been awarded a grant from the Massachusetts Executive Office of Energy & Environmental Affairs' (EOEEA) Department of Energy Resources (DOER). The Franklin Regional Council of Governments is seeking a qualified energy consulting firm (Contractor) to assist FRCOG staff with the process of evaluating different renewable energy technology options, including installation costs, energy savings, and payback period, for residential homes (owner or renter-occupied). This energy consulting service ("Concierge Service") will be offered to income eligible households that are interested in installing a renewable energy project in their home.

Prospective Contractors must request the detailed Request for Quotes (RFQ) from <https://frcog.org/bids>. By registering for the RFQ, any subsequent Addenda or other correspondence related to the process will be automatically provided via email.

All quotes must be received by Andrea Woods, Chief Procurement Officer, FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301-3313 by **November 22, 2022 at 2:00 p.m. and shall be submitted electronically to bids@frcog.org with a hard copy sent by mail or delivered by the same time and date.** The deadline for written questions is November 10, 2022, at 2:00 p.m.

Quotes that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Qualified Minority and Women owned energy consulting firms are encouraged to apply. The FRCOG reserves the right to accept or reject any or all quotes, in total or in part, as they deem in the best interest of the public.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS
Andrea Woods, Chief Procurement Officer

November 2, 2022

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

1.0 INTRODUCTION

The Franklin Regional Council of Governments (FRCOG) has been selected by the MA Department of Energy Resources (DOER) to receive a Regional Energy Planning Assistance Grant to assist income eligible households in Franklin County, Massachusetts with accessing renewable energy technologies. Franklin County is located in the northwest portion of Massachusetts, and borders Vermont and New Hampshire to the north, and Hampshire County, Massachusetts to the south. The specific objectives of the FRCOG's program are:

- To educate low income households (owners and renters) about renewable energy technologies and available incentives;
- To provide direct technical assistance to low income households with the evaluation of renewable energy technologies including an analysis of installation costs, energy savings, maintenance costs, calculation of payback periods and recommendations for phasing of improvements; and
- To provide direct technical assistance to low income households on accessing and applying for renewable energy financing and available energy incentives including incentives under MA DOER's SMART program, DOER's APS program, Mass Save incentives/rebates, and MA CEC incentives/rebates that result in the installation of a renewable energy project.

The FRCOG will coordinate work under the grant program and will advertise the services to identify clients. The goal is to provide 10 households with direct energy consulting services. To assist with the implementation of this program, the FRCOG is seeking to contract with a qualified energy consulting firm (Contractor) with experience working directly with households to evaluate and select a renewable energy project for installation. This may include desktop evaluations of renewable energy options for a homeowner to assess appropriate technologies and the costs, energy savings, and payback period for each option; conducting site visits to meet with clients, explaining different renewable energy technology options and estimating installation costs and payback periods. In addition, the energy consultant will assist FRCOG staff to identify potential financing options and energy incentives including incentives under MA DOER's SMART program, DOER's APS program, Mass Save incentives/rebates, and MA CEC incentives/rebates

Contracting for energy consulting services will be conducted in accordance with M.G.L. 30B. Qualified Minority and Women owned energy consulting firms are encouraged to apply. The maximum contract amount available for Energy Consulting Services is \$15,000.00.

2.0 SCHEDULE

The energy consulting firm selected will work closely with FRCOG staff and the project period will be approximately 6 months. The Contractor selected must be willing to have a flexible schedule given the uncertainty regarding when clients will be identified and assisted. The Contractor selected will provide services as outlined in 3.0 Scope of Services.

3.0 SCOPE OF SERVICES

The following tasks will be completed for the Regional Energy Planning Assistance Grant.

Task I. Provide Technical Assistance (Concierge Services) to Income Eligible Households

FRCOG staff will coordinate technical assistance between the Contractor and clients. FRCOG staff will be the main point person for clients receiving assistance. The Contractor will support FRCOG staff and the clients through the following procedures.

Procedures

1. The Contractor will work with FRCOG staff to conduct a site visit and evaluate 10 residential properties for potential renewable energy installations based on the client's interests and site appropriateness/feasibility. Potential renewable energy types include solar hot water, solar PV with or without battery storage, ground source heat pumps, air source heat pumps and heat pump water heaters. FRCOG will identify eligible clients and may assist with arranging the site visits.
2. The Contractor will prepare a written evaluation for 10 households and/or landlords for at least one renewable energy technologies of interest for each site. The written evaluation will include:
 - An analysis of installation costs, energy savings, and maintenance costs;
 - Calculation of the payback period for the selected renewable energy technology; and
 - Identification of renewable energy incentives including financing options and incentives under MA DOER's SMART program, DOER's APS program, Mass Save incentives/rebates, and MA CEC incentives/rebates for each potential renewable energy installation.

The Contractor may conduct a desktop analysis of one or two renewable energy technologies based on the client's interest and/or Mass Save energy audit to support the written evaluation. Potential renewable energy types include solar hot water, solar PV with or without battery storage, ground source heat pump, air source heat pumps, and heat pump water heaters.

3. The Contractor will assist FRCOG staff with developing up to four case studies based on their written evaluations.

Products

1. Ten (10) written evaluations of one or two renewable energy technologies including estimated installation costs, energy savings, maintenance costs, and payback period, which may include a desktop evaluation.
2. Ten (10) site visits to residential properties in Franklin County.
3. Identification of energy incentives available including incentives under MA DOER's SMART program, DOER's APS program, Mass Save incentives/rebates, and MA CEC incentives/rebates for each client and site.

Task II. Reporting of Activities & Project Coordination

The FRCOG will conduct the appropriate reporting requirements as dictated by DOER. The Contractor will support these efforts by maintaining an accurate record of relevant information on a per site basis. This information will be submitted as part of the quarterly reporting summarizing work conducted during that quarter organized by site. The Contractor shall accurately track all expenditures associated with each site.

Procedures

1. Submit to the FRCOG, within ten (10) calendar days after the end of the quarter, a brief narrative report pertaining to the energy services activities conducted on a per site basis to support reporting requirements.
2. Submit to the FRCOG, within ten (10) calendar days after the end of the quarter an invoice of expenditures by site showing cost per site and any direct costs.

Products

1. Complete up to two (2) quarterly narrative reports describing the energy services activities completed for each site to support the preparation of reports for DOER.
2. Complete up to (2) quarterly invoices clearly amount per site and any direct costs spent on each site. Invoices will include copies of all receipts for travel and other direct expenses.
3. Attendance at two (2) meetings with FRCOG staff to provide updates on energy services activities.

4.0 SUBMITTAL REQUIREMENTS

a. All quotes, evaluations and contracts shall conform to Massachusetts General Laws Chapter 30B. Qualified minority and women owned business enterprises (M/WBE) contractors are encouraged to apply.

b. Quotes should be concise, and must include:

I. Narrative - A brief summary (1-2 pages) of the Contractor, the Contractor's understanding of the project, and relevant knowledge/experience. Identify if the Contractor's business is a minority or women owned business enterprise (M/WBE) including documentation from Mass. Supplier Diversity Office.

II. Business Information - Information regarding the length of time in business should be provided.

III. Qualifications - A description of the Contractor's qualifications and capabilities. Identification of the project team including qualifications, experience, and specific responsibilities of the staff assigned to the project (no more than a two-page resume for each person).

IV. Work Plan - An outline of the approach the Contractor will use to accomplish the Scope of Services, and the manner in which the Contractor will work with the FRCOG in coordinating the

project. For each task, a summary table shall be provided showing personnel who will do the work and cost per site by task.

V. Work Schedule - Submittal of an estimated schedule indicating how tasks will be organized to complete the scope of work within the project timeframe.

VI. Relevant Work Experience and References - A list of recent work completed by the Contractor including a brief description of at least two (2) projects similar in scope with completion date, type of work, and references including a contact person and telephone number.

VII. Attachments - W-9, Sample Contract initialed on each page as provided.

The maximum total budget for this project is \$15,000.00. The Quote must include a completed and signed Quote Form that contains a total fee for all services. The Quote Form included in this RFQ (see Attachments) shall be included with the proposed budget.

d) A schedule of key dates for this RFQ follows.

Published in COMMBUYS	11/2/2022
RFQ Issued https://frcog.org/bids	11/2/2022
Deadline for submission of written questions	11/10/2022 at 2:00 p.m.
Addenda issued, if necessary	11/16/2022
Quote Submission Deadline	11/22/2022 2:00 p.m.
Review Quotes	11/29/2022 2022
Evaluations & Recommendations Completed	11/29/2022 2022
Award Contract by	12/1/2022 2022
Estimated Deadline for Executing Contract	12/7/2022

e) The RFQ opening shall be conducted by the FRCOG Chief Procurement Officer pursuant to M.G.L. Ch. 30B and the contents of the quote shall be kept confidential until the evaluation process is completed. Bidders must meet the minimum criteria. Respondents may be interviewed.

f) The FRCOG will accept complete quotes for Energy Consulting Services. Contractors must submit one (1) digital pdf copy by email to bids@frcog.org and one (1) original hard copy by mail. All Quotes must be complete and provide all the information requested herein. Quotes that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the FRCOG Chief Procurement Officer. The FRCOG reserves the right to accept or reject any quote in total or in part, and reserves the right to waive minor inconsistencies as they deem in the best interest of the public.

g) All quotes must contain properly executed Tax Compliance and Non-Collusion Statements, W-9, and Debarment and Suspension Form, and DBE Subcontractor Utilization Form (see Attachments).

h) As the FRCOG is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted with respect to this RFQ are not to include these taxes.

i) A Contractor will be held to the terms and prices within the quote for the duration of the contract if both parties sign a contract within 60 days of opening.

j) The Contractor selected will be bound by all applicable statutory provisions of the laws of the United States and the Commonwealth of Massachusetts.

k) Any restrictions, qualifications, or deviations from the services requested must appear in the quote submitted.

l) Written questions about this RFQ and its Sample Contract should be directed to Andrea Woods, Chief Procurement Officer, Franklin Regional Council of Governments, John W. Olver Transit Center, 12 Olive Street, Suite 2, Greenfield, MA by email to bids@frcog.org by the deadline. **Any Addenda will be disseminated to all those who downloaded the RFQ from the bid website <https://frcog.org/bids>.** No questions will be answered that in any way would give an unfair advantage to a bidder.

5.0 PRICE / INVOICE INFORMATION

Payments for this contract will be made quarterly upon completion of satisfactory work, submission of a quarterly report summarizing work conducted during that quarter organized by site, and submission of an invoice organized by site and tasks completed. Contractors shall provide a complete budget with a cost for each task as outlined above. The contract amount will not exceed \$15,000.00 in total. Payments will be made to Contractor within two weeks from the receipt of funds by the FRCOG from DOER.

6.0 MINIMUM CRITERIA FOR QUOTES

Minimum Criteria

- a.) Submission of a complete quote that meets the requirements of this RFQ.
- b.) The Contractor must have been in the Energy Consulting business for Residential Properties for at least three (3) years (specifically address this criterion under “II. Business Information”).
- c.) The Contractor must have at least one (1) qualified staffperson with five or more years of experience providing energy consulting services to homeowners.
- d.) The Contractor has completed at least two (2) similar projects and has provided references. References may be contacted in addition to those provided and references must be positive to meet the criteria.
- e.) The Contractor carries sufficient insurance to cover their staff working on this project. (See attached Sample Contract for Insurance Requirements).

The contract will be awarded to the responsive and responsible Bidder meeting the minimum criteria, The FRCOG reserves the right to conduct a telephone interview to clarify anything in the submittal.

ATTACHMENTS

- Quote Form
- W-9 Form
- Sample Professional Services Agreement Contract (must be submitted with Quote and initialed on each page as acceptance of terms and conditions)

PRICE QUOTE FORM
**FOR ENERGY CONSULTING SERVICES TO INCREASE ACCESS TO RENEWABLE
ENERGY TECHNOLOGIES IN FRANKLIN COUNTY, MASSACHUSETTS**
RFQ # 2022-2054

TO: The Franklin Regional Council of Governments

The undersigned has read the Request for Quotes (RFQ) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she is an authorized signer of the RFQ and that there are no known obstacles to prevent the execution of a contract agreement with **the Franklin Regional Council of Governments**. The undersigned acknowledges the following Addenda, if applicable, and certifies that this quote includes consideration thereof:

Addendum No ____, Date: _____, 2022

Addendum No ____, Date: _____, 2022

The undersigned agrees that if the Proposer is awarded the contract pursuant to this solicitation, it will execute the contract and provide the required evidence of insurance (see Article 7 of the attached Sample Agreement for Services) within five (5) business days of presentation of the contract by the FRCOG. The undersigned acknowledges that **FRCOG** may accept or reject any and all quotes, or waive portions of the RFQ for all quotes, if it deems it in the best interests of the public.

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

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

THE COST FOR COMPLETION OF THIS PROJECT AS OUTLINED IN THE RFQ IS:


Task I: \$ _____

Task II: \$ _____

TOTAL FOR TASKS 1 & II \$ _____

Total Amount In Words

NUMBER OF PROPERTIES PROPOSED TO BE COMPLETED _____

Authorized Signature:  _____

Quoter information:

Printed Name: _____

Name of Organization: _____

Address: _____

Address: _____

Phone Number/Direct Line: _____

Email Address: _____

Title: _____

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

_____ Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

*IF A LIMITED LIABILITY CORPORATION (LLC), INCLUDE THE NAME OF THE LLC MANAGER AND CHECK THE APPROPRIATE CLASSIFICATION OF LLC

Circle tax classification: D (disregarded entity) C (corporation) or P (partnership)

_____ LLC MANAGER NAME

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE (add additional page if necessary)

_____ NAME
_____ NAME
_____ NAME
_____ NAME

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT BID FORM ONLY AND CHECK HERE

Taxpayer Identification Number (TIN) and Certification W-9 Form

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor

Corporation - Circle **C** Corp **S** Corp **P** Partnership **T**rust/Estate

Limited Liability Company (LLC)

Circle tax classification: **D** (disregarded entity) **S** (corporation) **C** (corporation) or **P** (partnership)

Partnership

Other

Address (number, street, and apt. or suite no.)

City, State, and ZIP Code

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the IRS instructions on filling out Form W-9. For other entities, it is your employer identification number (EIN).

SSN: XXXXXX do not provide on public bid document

EIN: _____

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person  _____

Date: _____

ATTACHMENT

SAMPLE CONTRACT TERMS AND CONDITIONS
TO BE INITIALED AND SENT BACK WITH QUOTE
SUBMISSION

TERMS AND CONDITIONS OF FRCOG'S STANDARD CONTRACT FOR SERVICES

ENGAGEMENT OF THE CONTRACTOR/ SERVICE PROVIDER (hereinafter termed "Contractor") - Contractor agrees to perform the work described in the Request for Quotes (RFQ) and attachments (hereinafter "Agreement"). In performing the services under this Agreement, the Contractor shall be deemed to be independent and not an employee of the Franklin Regional Council of Governments "Council". The Council may terminate, in writing, this Agreement for non-performance of services required including the progress of work for services. Council may terminate the contract for convenience with written notice. Upon receipt of written notification from the Council to the Contractor that the Agreement or any portion thereof is to be terminated, Contractor shall immediately cease operations on the work, and assemble all material that has been prepared, developed, furnished or obtained under the Agreement that may be in the possession or custody of the Contractor and shall transmit same to the Council on or before the 10th day following receipt of the written notice of termination together with evaluation of the cost of work performed. Contractor shall be entitled to complete payment for satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the Council. In the event that there is a disagreement between Contractor and the Council, the terms of this Agreement shall control.

SERVICES AND RESPONSIBILITIES OF THE CONTRACTOR - Contractor shall serve as the professional representative of the Council during the project and will consult with and advise the Council during performance of services. Contractor shall receive prior approval from the Council for any expenditure not specifically provided for in this Agreement, which is thought to be billable. Contractor is advised that work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of the Council and any work performed outside the Services listed in the RFQ without the prior written agreement of the Council, shall not be considered as work under this Agreement and payment for such work may not be allowed. Contractor shall complete all work specified in the RFQ or any attachment thereto. Records of the Contractor pertinent to this Agreement shall be retained for a period of not less than seven (7) years (MGL c. 4 § 7).

SCHEDULE - Services as required under this Agreement shall be completed by the Contractor according to the dates in the RFQ.

RESPONSIBILITIES OF THE COUNCIL- The Council shall make available to the Contractor available information pertinent to the project including background information on file at Council Office.

PAYMENTS TO THE CONTRACTOR - For all services performed under this Agreement, Contractor shall be compensated in accordance with invoices submitted to the Council. Contractor shall invoice per the milestone schedule, per hour, or by lump sum, as indicated in the RFQ. Invoice should document dates of services and a description of services rendered. Contractor will provide their own professional supplies and materials. Supplies or materials purchased as a direct cost outside this agreement will become property of the Council and must have prior approval. Council is not subject to sales tax. A Federal W-9 Form must be submitted with the signed contract. The Council fiscal year ends June 30. Invoices for work at the end of the fiscal year must be received within 10 calendar days (July 10), even if Agreement remains "open". Due to certain funding constraints, invoice is not received by this deadline could result in nonpayment. The Council pays vendors by Electronic Funds Transfer (EFT) and will require completion of an enrollment form for direct payment of invoiced amounts to the Contractors bank account with the signed contract.

OWNERSHIP OF DOCUMENTS AND WORK PRODUCT - Council will own any newly created intellectual property under the agreement and grant Contractor an unlimited license to anything newly created. Contractor will retain ownership of any pre-existing intellectual property incorporated into the work product and grant the Council an unlimited license to this intellectual property for the purposes of the contracted project.

SEVERABILITY & APPLICABLE LAW - In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Agreement shall be commenced only therein.

INSURANCE REQUIREMENTS - The Council cannot carry the Contractor under its insurance policy. The Contractor shall carry Insurance as detailed in the RFQ.

AMENDMENTS/MODIFICATIONS- No amendment or modification to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, complies with the provisions of this Agreement, and all other regulations and requirements of law.

INDEMNITY

a. To the fullest extent permitted by law, Contractor shall defend, indemnify, and save harmless the Council and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting

INITIAL HERE FOR AGREEMENT TO TERMS AND CONDITIONS OF FRCOG STANDARD CONTRACT _____

from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subContractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subContractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Council, that otherwise may exist under statute or in law or equity.

b. The Contractor shall defend, indemnify, and hold harmless the Council from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

c. The indemnification obligations of the Contractor and subContractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subContractor under any federal or state law.

d. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Council all reasonable attorney fees, costs and other litigation expenses incurred by the Council in enforcing its rights as a result of said breach in addition to any damages for said breach.

ASSIGNABILITY- The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Council. No subcontract may be awarded by the Contractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Council. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

CONFLICT OF INTEREST- The Council and the Contractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of MGL, Chapter 268A, the so-called Conflict of Interest Law.

FORCE MAJEURE- The parties shall not be liable for the failure to wholly perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Owner.

CONFIDENTIALITY- Contractor acknowledges that information collected and evaluated under the contract's scope of services may be considered confidential information and acknowledges that they will not, at any time, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by them in connection with the performance of the contract.

SUCCESSORS AND ASSIGNS - This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto

NONDISCRIMINATION- Contractor shall not discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, .or any other protected class under the law.

MARGINAL HEADINGS, PRONOUNS - The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ACCESS TO RECORDS - Contractor will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the COUNCIL..

RIGHTS AND REMEDIES - The Council's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

VIOLATION OF LAW - The Contractor shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

GOVERNING LAW AND VENUE - This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin

LICENSES AND FEES - The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

ENTIRE UNDERSTANDING - This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.