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City of Somerville, Massachusetts

**Katjana Ballantyne**

**Mayor**
**PURCHASING AGREEMENT**

**FROM** **INSERT NAME OF DEPARTMENT**

**INSERT NAME OF PURCHASE OR SERVICES PROVIDED**

|  |  |  |  |
| --- | --- | --- | --- |
| Vendor’s Name: | INSERT VENDOR NAME | Telephone No.: | INSERT PHONE NUMBER |
| Address: | INSERT ADDRESS | Email:  | INSERT EMAIL ADDRESS |

1.

Amount: INSERT AMOUNT Start Date: Click here to enter a date. End Date: Click here to enter a date.

The value of the work outlined below shall not exceed $9,999.00.

Funding Source: Federal “State & Local Fiscal Recovery Funds”, as authorized under the American Rescue Plan Act (ARPA)

Background

INSERT A FEW SENTENCES OF BACKGROUND OF WHAT THE PROJECT ENTAILS, IF APPROPRIATE

Scope of Work

INSERT A DETAILED SCOPE OF WORK OUTLINING WHAT THE VENDOR IS RESPONSIBLE FOR DOING, WHAT DELIVERABLES WILL RESULT,

**Payment Schedule**

INSERT DETAIL HOW THE VENDOR WILL BE PAID – IS IT AN HOURLY RATE? FLAT FEE? PAYMENT UPON DELIVERABLES LIKE REPORTS? LIST ALL FEES AND EXPENSES THAT WILL BE ON AN INVOICE

Vendor Conduct

The Vendor shall comply with all City regulations, policies and procedures. The vendor shall ensure that they present professional work attire at all times. The authorized purchase agreement body of the City may, at his/her sole discretion, remove the Vendor from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Procurement Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth’s website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this Purchase Agreement will not use or disclose any non-public information unless authorized by the City of Somerville. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the agreement work shall be provided to the Procurement Department upon request at the termination of the agreement (i.e., the date on which final payment is made on the agreement or at such other time as may be requested by the Chief Procurement Officer or as otherwise agreed by Chief Procurement Officer and the Vendor).

The Vendor may not discuss the agreement work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Procurement Department. In addition, the Vendor may not issue news releases or similar items regarding agreement award, any subsequent agreement modifications, or any other agreement-related matter without the prior written approval of the Chief Procurement Officer. Requests to make such disclosure should be addressed in writing to the Chief Procurement Officer.

|  |  |  |
| --- | --- | --- |
| **DEPARTMENT CONTACT** |  | **NAME OF COMPANY / INDIVIDUAL:**  |
| **TITLE** |  | **TITLE:** |
| **SIGNATURE** |  | **SIGNATURE OF AUTHORIZED INDIVIDUAL:** |

**APPENDIX A:**

**SUPPLEMENTAL CONDITIONS FOR FEDERALLY FUNDED PROJECTS**

1. **Prohibition on contracting for covered telecommunications equipment or services:**

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 2 C.F.R. § 200.216.

*Prohibitions:*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

# (2) Unless an exception of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the American Rescue Plan Act (ARPA) funding to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

*Exceptions:*

* + - 1. This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

 (i) Covered telecommunications equipment or services that:

i Are *not used* as a substantial or essential component of any system; *and*

ii Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*Reporting Requirement:*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in (2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information*.*

(2) The Contractor shall report the following information pursuant to (1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

*Subcontracts:* TheContractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

1. **Domestic Preferences for Procurement**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*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.

*Manufactured products* mean 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.”

*Subcontracts:* TheContractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.