

REQUEST FOR PROPOSAL
Merchant Services Processing and Payment Gateway
City Of Somerville, On Behalf Of The
City Treasurer – Finance Department
Somerville, Massachusetts 02143

RFP No. 12-70

Sealed proposals will be received at the Office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, **until 11:00 a.m. Wednesday, May 23rd, 2012** for the furnishing of the following to the City of Somerville:

A PCI-compliant gateway and merchant account for credit card processing at various City Departments including but not limited to Traffic & Parking, City Clerk, Inspectional Services and Public Safety Departments. The work requested is described below in Section V - Scope of Work.

Copies of the Request for Proposal (RFP) may be obtained from the Office of the Purchasing Director on and after **Wednesday, May 9th, 2012**, between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays. The RFP may be obtained via e-mail by sending a written request to purchasing@somervillema.gov.

The successful Proposer must be an Equal Opportunity Employer.

Questions concerning the RFP must be submitted in writing **by 4:30 p.m. Tuesday, May 15th** to Angela M. Allen, Purchasing Department, City of Somerville at the address above; by fax number (617) 625-1344 or through e-mail to amallen@somervillema.gov. Answers will be sent via addendum to all vendors who received this RFP through the Purchasing Department.

The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.

Two sealed envelopes: One envelope containing one original and four copies of the non-price technical proposal marked: "**Non-Price Proposal—Merchant Processing Services & Payment Gateway**" and one envelope containing one original and two copies of the price proposal marked "**Price Proposal— Merchant Processing Services & Payment Gateway** " must be received by the Purchasing Director, City of Somerville, City Hall, 93 Highland Avenue, Somerville, MA 02143, no later than **11:00 a.m. on Wednesday, May 23rd**.

(Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	Wednesday, May 9, 2012
Deadline for submitting questions on RFP	Tuesday, May 15, 2012 – 4:30 p.m.
Proposals due, proposals screened, evaluation begins	Wednesday, May 23, 2012 – 11:00 a.m.
Anticipated Contract Award	June 2012
Services commence	July 2012

OVERVIEW

The City of Somerville seeks a qualified vendor to provide a PCI-compliant gateway and merchant account for credit card processing at various City Departments including but not limited to Traffic & Parking, City Clerk, Inspectional Services and Public Safety Departments.

Department	Number of Annual Transactions
Treasury	24,000
City Clerk	2,000
Inspectional Services Division	1,000
Traffic & Parking	16,000 – 20,000
Public Safety	600

Vendor shall provide credit card terminals for each cashier window to facilitate payment and provide receipts.

Vendors may choose to collaborate on a response to this proposal in order to meet the full scope of services. The City intends to award one contract. Any subcontractors used by the contracted Vendor must be approved in writing by the City. The anticipated contract start date will be in July 2012. The contract duration will be for three years.

SECTION I. INSTRUCTIONS TO PROPOSERS

1. Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

Late Proposals will not be considered, and will be returned.

Refer to the cover page of this RFP for instructions on how each sealed envelope containing proposals shall be labeled, and when proposals are due.

2. The signature of the vendor's authorized official(s) must be provided on all the proposal forms.
3. All information in the Proposer's proposal should be organized and presented as directed in Section III, Proposal Specification and Preparation. Accuracy and completeness are essential.
4. The Price Summary Form in Section IX must be completed and submitted separately in accordance with Section 3.4 Part Four below. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
5. Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to Angela M. Allen, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143. Email: AMAllen@somervillema.gov. Fax: (617) 625-1344. No requests or questions will be accepted after **4:30 p.m. Tuesday, May 15, 2012**. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, by addendum via email, before the proposal deadline.

SECTION II. EVALUATION OF THE PROPOSALS

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon and the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to insure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

SECTION III. PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer's commitment and ability to

deliver the full scope of services as described in this document. A proposal may be deemed to be non-responsive, at the evaluation committee's discretion, if a Proposer fails to comply with the following instructions.

The City reserves the right to reject any and all proposals. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked proposers as part of the evaluation process.

3.1 Part One: Introduction

The introductory portion of the proposal must include a Letter of Transmittal signed by an individual authorized to bind the Proposer contractually. The letter must include: the name of the individual(s) who is authorized to negotiate and sign a contract on the Proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information; and a brief description of the overall services proposed.

3.2 Part Two: Quality Requirements Form

The Quality Requirements Form must be addressed by each proposer.

3.3 Part Three: Responses to Comparative Evaluation Criteria

This portion of the proposal is intended to present a description of the Proposer's qualifications. The Proposer should respond briefly to each item listed in Section VI Comparative Evaluation Criteria, and include all requested documentation. When preparing this portion of the proposal, the Proposer should clearly identify and respond to each comparative evaluation criterion.

3.4 Part Four: Price Summary Form

The Price Summary Form must be completed. No substitute form will be accepted. Pricing must remain the same throughout the contract. The Price Summary Form must **be submitted under separate cover in a separate sealed envelope to the Purchasing Department**. The Proposer should make no reference to pricing in its non-price proposal. Failure to adhere to this will result in disqualification of proposal.

Please Note:

Vendor may not engage any other company, sub-contractor or individual in the performance of this contract without the prior written consent of the City. Vendors may collaborate on a proposal in response to this RFP. Only one contract will be awarded to the Vendor or Vendor team with the proposal deemed to be the most highly advantageous to the City.

Additional Information that Proposer wishes to provide:

The Proposer may provide additional information regarding services offered that go beyond the specific information requirements in this RFP. Any additional information submitted should be

specific as to the additional services that your company is prepared to offer the City.

SECTION IV. QUALITY REQUIREMENTS & PROPOSER QUALIFICATIONS

The following quality requirements are the minimum evaluation criteria. The City of Somerville will reject any proposal that does not meet the minimum evaluation criteria. A "No" response to items 1, 2, or 3, or a failure to respond to any of the following minimum evaluation criteria will result in a rejection of your bid.

This page should be submitted with the Technical Proposal.

4.1 Quality Requirements

QUALITY REQUIREMENTS		YES	NO
1.	Proposer has at least two (2) years of business experience taking municipal transactions.		
2.	Proposer offers a Help Desk that is available at least from 8:30 a.m. – 7:30 p.m. on regular business days.		
3.	Proposer accepts Visa and MasterCard.		
4.	Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

4.2 References

The Proposer shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information.

- The name, address and telephone number of each client listed above.
- A description of the work performed under each contract.
- A description of the nature of the relationship between proposer and the customer.
- The name and telephone number of the person the City may contact as a reference.
- The amount of the contract.
- The volume of the work performed.
- The dates of performance.

4.3 Project Staffing

The proposer shall clearly state who will staff the project as project manager, and the staff must demonstrate the ability to carry out the requirements of this contract. The Evaluation Committee

will evaluate the number of full time equivalents with demonstrated ability to carry out this project and the reasonableness and distribution of personnel expertise.

4.4 Vendor Certifications

1. Good Faith.

This quotation is submitted in good faith without collusion or fraud with any other person. The Vendor has not employed any person to solicit this award and has not made and will make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this award from the City.

2. No Conflict of Interest.

The Vendor does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective in the property, or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ in connection with the services to be furnished under this Scope of Work, any person having any such interest; and that until the property is acquired by the City, the Vendor and any employees of the Vendor, so long as they are employed by the Vendor, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for purchase of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.

3. Confidentiality.

All services, including reports, opinions, and information to be furnished under this Scope of Work, are confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Vendor shall take all necessary steps to ensure that no member of the Vendor's staff or organization divulges any such information except as may be required by law. The City, however, shall have the right to disclose the Vendor's report to whomever the City deems appropriate.

4. Insurance.

The Vendor carries relevant insurance for the services covered and lists the City as an additional insured if required.

SECTION V. SCOPE OF SERVICES

Vendor shall provide a PCI-compliant gateway and merchant account for credit card processing at various City Departments including but not limited to Traffic & Parking, City Clerk, Inspectional Services and Public Safety Departments. Credit Card terminals will be needed for each cashier window to facilitate payment and provide receipts.

The City requires a daily batch report from Vendor in order to reconcile cashier activity and bank account. The Vendor's equipment shall integrate with the City's MUNIS and Duncan Parking Solutions accounting software programs. Credit card numbers shall not be stored on any City equipment and solely reside on Vendor terminals. Signature storage is strongly recommended in order to refute charge backs.

Vendor shall service the City of Somerville's account directly in regards to the following:

- Setting up terminal stations at each cashiering window, including training of City staff.
- Servicing future problems with terminals, ongoing IT support and maintenance, and help desk during normal business days, Monday through Friday from 8:30 a.m. to 7:30 p.m.
- Vendor will be invoicing the City for its dues (debiting will only occur for charge-backs).
- Supporting future reporting discrepancies and charge-backs

SECTION VI. COMPARATIVE EVALUATION CRITERIA

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

1. Proposer acceptance of credit cards.

Highly Advantageous

Proposer accepts Visa, MasterCard, Discover and Amex.

Advantageous

Proposer accepts Visa and MasterCard, but not all four major cards listed above.

Not Advantageous

Proposer accepts only one of the four major credit cards listed above.

2. Proposer's experience with the software programs relevant to this contract.

Highly Advantageous

Proposer has documented experience working with MUNIS and Duncan.

Advantageous

Proposer has documented experience working with MUNIS or Duncan, but not both.

Not Advantageous

Proposer has no documented experience working with MUNIS or Duncan.

3. Volume discounts offered by Proposer.

Highly Advantageous

Bulk terminal purchases decrease unit cost per terminal.

Not Advantageous

Terminal unit cost is fixed regardless of the number purchased.

4. Experience with local governments and other public agencies.

Highly Advantageous

Proposer has provided merchant services processing and payment gateways for more than three municipalities.

Advantageous

Proposer has provided merchant services processing and payment gateways for fewer than three municipalities.

Not Advantageous

Proposer has no experience with municipalities.

SECTION VII. ADDITIONAL PROPOSAL SUBMISSION DOCUMENTS

The following documents must be submitted with your proposal, and will be taken into consideration during the evaluation process. Items D through I below are attached at the end of this RFP.

- A. A letter designating a specific individual who will act both as project manager and the primary point of contact with the City. Please provide telephone and fax numbers, e-mail address and mailing address for the project manager.
- B. SOMWBA certification, if appropriate.
- C. If applicable, copies of any legal document affecting the financial status of the company, which has been filed with any state or federal court. Documentation will be kept confidential, if required.

- D. Somerville Living Wage Ordinance – Proposer must agree to conform with Somerville’s Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.
- E. Certificate of Good Standing – The selected Proposer must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFP.
- F. Insurance Certificate as outlined on attached form included in this RFP, must be provided by the selected Proposer.
- G. Signature Form – must be completed by the Proposer.
- H. Certificate of Signature Authority – must be completed by the Proposer.
- I. Sample contract – the terms and conditions in the sample contract and in this RFP will be included in the contract that will be awarded as a result of this RFP. Proposers do not need to sign the contract at time of proposal submission.

SECTION VIII. TERMS AND CONDITIONS

1. TAXES

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and RFP prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville’s Massachusetts Tax Exempt Number is MO46 001 414.

2. FREIGHT ON BOARD (F.O.B)

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the “Notice to Proposers” or any other department location doing business for the City of Somerville in need of such services.

3. UNIT PRICE

In case of error in extension of prices quoted herein, the unit price will govern.

4. PRICE REDUCTION

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

5. GUARANTEES

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

6. INDEMNIFICATION

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

7. INSURANCE

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

8. INDEPENDENT CONTRACTOR

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

9. COMPLETE AGREEMENT

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

10. ASSIGNMENT

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

11. SUB CONTRACTORS

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. ENFORCEABILITY

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

a. For Cause: The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided. Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement.

b. For Convenience: the City also reserves the right to terminate for convenience.

16. DISCRIMINATION

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed via email, or in writing, to Angela M. Allen, Purchasing Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 amallen@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline, by addendum via email. No requests or questions will be accepted after the deadline for questions stated at the beginning of this RFP or as updated in an addendum, if such addendum were issued.

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

19. SAMPLES

All qualified proposers may be requested to submit samples.

20. FINANCIAL AND OPERATIONAL INFORMATION

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

21. PAYMENT

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

22. DOCUMENTATION

Please find attached exhibit copies of contract forms which the successful proposer will be required to sign.

23. EXTENSION OF CONTRACT

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

24. The Proposer's proposal will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

25. The anticipated contract start date will be in July 2012 and the services shall be provided for a term of three years.

26. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

SECTION VIII. RULE FOR AWARD

1. The contract shall be awarded to the responsible and responsive Proposer(s) submitting the most highly advantageous proposal(s), taking into consideration all evaluation criteria as well as price.

2. The contract(s) will be awarded as soon as possible after the proposals are received and evaluated, and within ninety (90) days after the proposal opening. The time for award may be extended for up to forty-five (45) additional days by mutual agreement between the City and the apparent lowest responsive and responsible Proposer.

SECTION IX. PRICE PROPOSAL

See following page.

PRICE SUMMARY FORM
TO BE ENCLOSED IN SEPARATELY SEALED ENVELOPE

Please provide Unit Price for the following and include any additional fees not listed:

Contract Fee: \$ _____

Monthly Minimum Charge:\$ _____

Setup Fee:\$ _____

Annual Assessment/Compliance Fee:\$ _____

Monthly Service Fee:\$ _____

Per Transaction Fee:\$ _____

(list separately if there is a dollar and % transaction charge):\$ _____

Terminal Fee per month or year:\$ _____

Chargeback Fee:\$ _____

Batch Settlement Fee:\$ _____

Other Fees (describe) _____:\$ _____

Other Fees (describe) _____:\$ _____

I certify that the certifications required by this solicitation are attached hereto, completed, and signed by an authorized official of the company. I further certify that all services on which my firm offered a proposal are available for delivery within the time limits established in this Request For Proposals. I further certify that if this firm is the successful proposer, we will produce evidence of liability, property and Worker's Compensation insurance for the limits specified in this solicitation.

NAME OF COMPANY: _____

ADDRESS:_____

CITY/STATE/ZIP:_____

TELEPHONE/FAX/EMAIL:_____

By my signature, I acknowledge receipt of the following ADDENDA (if any):

Addendum #1, dated ____/____/____

Addendum #2, dated ____/____/____

AUTHORIZED SIGNATURE: _____ DATE: _____

REQUIRED DOCUMENTS

Please refer to Section VII above for instructions regarding the following forms.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this RFP 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.

AFFIDAVIT OF TAX COMPLIANCE

Pursuant to M.G.L. c62, Sec. 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L. Chapter 151, Sec. 19A(b)

Signature of Authorized Person

Name of Business or Corporation

Federal Tax Identification Number

Date

CITY OF SOMERVILLE

LIVING WAGE ORDINANCE # 1999-1

TO: ALL VENDORS

FROM: PURCHASING DEPARTMENT
CITY OF SOMERVILLE

ENCLOSED IS A SUMMARY OF ORDINANCE # 1999-1 "THE LIVING WAGE" PASSED BY THE BOARD OF ALDERMEN IN THE CITY OF SOMERVILLE.

PLEASE READ VERY CAREFULLY. YOUR SIGNATURE IS REQUIRED ON THE COMPLIANCE FORM INCLUDED.

PLEASE POST

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

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1991-1), 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 July 1, 2011 is \$11.22 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

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 Purchasing Department directly.

SOMERVILLE LIVING WAGE ORDINANCE FORM
(Ordinance No. 1999-1*)

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 thresholds:

- a) \$50,000 for contracts commencing during the period 7-1-99 to 6-30-01
(Fiscal Years 2000 and 2001);
- b) \$30,000 for contracts commencing during the period 7-1-01 to 6-30-03
(Fiscal Years 2002 and 2003); and
- c) \$10,000 for contracts commencing during the period 7-1-03 and thereafter
(Fiscal Years 2004 and thereafter.);

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 07-01-2011 “Living Wage” shall be deemed to be an hourly wage of no less than \$11.22/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.

If the undersigned bidder or offeror 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.

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.

* Copies of the Ordinance are available upon request to the Office of the City Clerk

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 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.

Executed this _____ day of _____, 20__.

Name of Vendor

By: _____
Name

Its: _____
Title

Signature

CERTIFICATE OF GOOD STANDING

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

1. Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 1,000,000

Property Damage Liability.....\$ 1,000,000

**B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN
THE AMOUNT AS LISTED BELOW:**

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

Bodily Injury and Property Damage.....\$ STATUTORY

D. PROFESSIONAL LIABILITY \$1,000,000

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

CITY OF SOMERVILLE
SIGNATURE FORM

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX # _____

DATE: _____ EMAIL: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: _____

_____ TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE: _____

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF
A POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: _____

Certificate of Authority

At a meeting of the Board of Directors of:

Held on:_____, at which a quorum was present, it was
VOTED,

that:_____, _____of this
company

is hereby authorized to execute contracts and bonds in the name of an on behalf of said
company, and affix its corporate seal therto; and such execution of any contract or
obligation in this company's name on its behalf by
such:_____

under seal of this company shall be valid and binding upon this company.

A True Copy Attest:

Clerk/Secretary:_____

Signature

Print Name

Place of Business

I,_____, hereby certify that I am the
clerk/secretary of the:_____

and that:_____

is the duly authorized person of said company, and that the above vote has not been
amended or rescinded and that said vote remains in full force as of this date.

Clerk/Secretary

Date

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Sample Contract

CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND
VENDOR NAME

Contract No.:

Contract Amount: \$

P.O. No.:

P.O. Amount: \$

Bid No.:

Contract Period: to

Contract For: Description Of Supplies/Services

Vendor: Vendor Name
Vendor Address
town, state zip
phone

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
vendor name
vendor address
town, state zip
phone**

This Contract made this **contract start date** day of **contract start month, 2012**, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and **vendor name** (hereinafter, the "Vendor").

WHEREAS, the City seeks the following supplies/services: **insert name of supply/service**; (hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure (IFB or RFP No. RFP or IFB number) to solicit competition pursuant to G.L. c. 30B, §5 for IFB - 6 for RFP, (See **Appendix A – Notice to Bidders/Copy of Ad** attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See **Appendix B – Proposal Page** attached and made a part hereto); and

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 are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in **Appendix D**, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.

2. The Vendor shall complete the Services and/or furnish the supplies, by insert completion date (the" Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.

3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to:

2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal.

(Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

1. In case of an error in extension prices quoted herein, the unit price will govern.

2. The Supplies and the unit price for the Supplies are listed in **Appendix C**, attached and made a part hereto.

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$_____ for Services rendered and/or Supplies received as specified in **Appendix C**.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or
7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
 - (I) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
 - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
 - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,

- (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
 - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
 - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and
 - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix E** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **046 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any

negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.

- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.
- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods: (I) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
 - 1. To the Vendor at the address set forth herein or the following
Fax Number: vendor's fax
 - 2. To the City addressed to:
Purchasing Director, Somerville City Hall, 93 Highland Avenue,
with a copy to:
 - 1. City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

2. Department Head, Department, Address, Fax #

Notice shall be effective on the earlier of (I) the day of actual receipt, or (ii) one day after tender of delivery.

L. Captions. The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

M. Additional Provisions. Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Certificate of Good Standing, Certificate of Authority

Appendix B – Notice to Proposers/Copy of Advertisement

Appendix C – Price Proposal Page

Appendix D – Scope of Services

Appendix E – Insurance

Appendix F – Somerville Living Wage Form

Appendix G – Additional Terms and Conditions

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

A. Organization. The Vendor is a duly organized and validly existing corporation/partnership/trust/sole proprietorship, other: _____, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.

- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____ (select one) to and 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.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The 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's federal tax identification number is: # _____ **TIN.** The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix D.

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix F**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

vendor name.

x _____

Signature of Authorized Agent of Vendor

agent name

Printed Name of Authorized Agent of Vendor

agent title

Title of Authorized Agent of Vendor

vendor address

Street Address of Vendor

city, state, zip

City, State and Zip

TIN

Tax ID #

FOR CORPORATIONS ONLY:

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

clerk name

Print or Type Clerk's Name

Required Forms itemized in body of contract as appendices will be attached to contract as exhibits.

****End of Sample Contract****