

**REQUEST FOR PROPOSAL
SOMERVILLE LIBRARY WEBSITE REDESIGN
CITY OF SOMERVILLE PUBLIC LIBRARY
SOMERVILLE, MASSACHUSETTS 02143**

RFP No. 13-65, RE-BID

Sealed proposals will be received at the Office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, **until 11:00 a.m. Monday, March 25, 2013** for the furnishing of the following to the City of Somerville of Somerville Library:

The City of Somerville is soliciting proposals from qualified vendors, who shall partner with the Somerville Public Library with whom to re-think and re-design the library's online presence in order to: improve usability and access, develop a mobile-friendly user interface, support multi-channel marketing of services and programs, communicate and grow the Somerville Public Library brand, and to execute fundraising campaigns. It is expected that the selected vendor will provide strategic guidance during the project and advise Somerville Public Library if more effective solutions than those requested should be considered. This document is intended to describe the overall desired scope of the project and proposed execution, with further discussion and modifications anticipated as necessary. The contract will be for a period of one year.

Copies of the Request For Proposal may be obtained from the Office of the Purchasing Director on and **after Monday, March 11, 2013**, 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 successful Proposer must be an Equal Opportunity Employer.

Questions concerning the RFP must be submitted in writing **by 4:30 p.m. Wednesday, March 20, 2013** to Karen Mancini, Purchasing Department, City of Somerville at the address above; by fax number (617) 625-1344 or through e-mail to kmancini@somervillema.gov. Answers will be sent via addendum, to all vendors (by email) who received an 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 containing Five copies of the non-price technical proposal marked: **"Proposal—Library Website Redesign (Non-Price),"** and One containing two copies of the price proposal marked **"Price Proposal—Library Website Redesign"** must be received by Karen Mancini, Asst. Purchasing Director, City of Somerville, City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **11:00 AM on Monday, March 25, 2013.**

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

CITY OF SOMERVILLE

Notice of Request For Proposal For Somerville Library Website Redesign RFP No. 13-65, Re-Bid

The City of Somerville is soliciting proposals from qualified local vendors, preferably in Massachusetts, who shall partner with the Somerville Public Library with whom to re-think and re-design the library's online presence in order to: improve usability and access, develop a mobile-friendly user interface, support multi-channel marketing of services and programs, communicate and grow the Somerville Public Library brand, and to execute fundraising campaigns. To provide all materials, labor and services necessary that, at a minimum, meet the specifications. It is also requested that the proposed vendor have experience working on library websites previously. The successful Proposer will be required to furnish and provide these services for the Library Website Redesign services for the City of Somerville Library commencing April 1, 2013 and ending March 31, 2014.

The successful proposer must be able to demonstrate the experience to provide the requested website redesign consultant services for the City of Somerville Library that, at a minimum, meet the specifications in this document, must meet all minimum evaluation criteria, and must submit a completed proposal. All Proposers submitting a proposal must be familiar with and able to comply with all Massachusetts General Laws (MGL).

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	Monday, March 11, 2013
Deadline for submitting questions on RFP	Wednesday, March 20, 2013 – 4:30 PM
Proposals due, proposals screened, evaluation begins	Monday, March 25, 2013 – 11:00 AM
Anticipated Contract Award	April 5, 2013
Services commence	April 15, 2013

OVERVIEW

The City of Somerville is soliciting proposals from qualified local vendors, preferably in Massachusetts, who shall partner with the Somerville Public Library with whom to re-think and re-design the library's online presence in order to: improve usability and access, develop a mobile-friendly user interface, support multi-channel marketing of services and programs, communicate and grow the Somerville Public Library brand, and to execute fundraising campaigns. It is expected that the selected vendor will provide strategic guidance during the project and advise Somerville Public Library if more effective solutions than those requested should be considered. Therefore, it is requested that the proposed vendor have previous experience working with Library websites. This document is intended to describe the overall desired scope of the project and proposed execution, with further discussion and modifications anticipated as necessary.

SECTION I. INSTRUCTIONS TO PROPOSERS

1. Two sealed envelopes: One containing Five copies of the non-price technical proposal marked: **"Proposal—Library Website Redesign (Non-Price),"** and One containing two copies of the price proposal marked **"Price Proposal—Library Website Redesign"** must be received by Karen Mancini, Asst. Purchasing Director, City of Somerville, City Hall prior to **11:00 a.m. Monday, March 25, 2013**. 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.

The City plans to award one contract to the responsive and responsible proposer offering the best proposal meeting the current specifications.

2. The signature of the 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. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, Proposers should not make claims that they are not prepared to commit themselves to contractually.
4. The Price Summary Form must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period. If the Vendor needs to provide any additional pricing information, that can be included along with the pricing form in the envelope.
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 Karen Mancini, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143. No requests or questions will be accepted after **4:30 P.M. Wednesday, March 20, 2013**. 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 the Selection Committee, and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. The Selection Committee will be composed of employees of the City. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. The Selection Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to the comparative evaluation criteria.

The City will not award a contract or contracts except to responsive and responsible eligible proposer(s). 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 provide the Library Website Redesign Services described in this document. To expedite the evaluation of proposals, it is essential that the Proposer strictly adhere to the instructions in this part. 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 candidates and may negotiate the fee and scope of work. If an agreement cannot be reached with the top candidate, negotiations with subsequent candidates will be undertaken until an agreement is reached.

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 and presented with proposal documentation.

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 included all requested documentation. When preparing this portion of the proposal, the

Proposer should clearly identify and respond to each comparative evaluation criteria.

3.4 Part Four Price Summary Forms

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain the same throughout the contract. The Price Summary Forms **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.

3.5 Part Five Plan of Services

Please provide the following:

A Detail plan for the scope of services, describing the services and process that will be provided to accommodate the Library Website Redesign specifications. Please include detailed information in response to what is being requested in the specifications to meet the Library's requirements.

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. Any professional included in the evaluation criteria may not be replaced without prior collaboration with the City. If the use of Subcontractors will be used in the implementation of this contract – please provide the contact information for approval. This information will then be included in the contract documentation.

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	YES	NO
Five (5) years or more of experience in providing similar services to other Municipalities or companies? The City would prefer experience with at least one Municipality.		
Can you provide all the Library Website Redesign specification requirements as described in this proposal?		
Can you work with the Library to complete their Marketing Goals, as described?		
Does the Vendor have previous experience working with Library websites, as Requested?		
Have you included your references, as requested in the proposal specifications?		
Will you comply with the City of Somerville's Living Wage Ordinance?		
Optional: Vendor: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

SECTION V. SCOPE OF SERVICES/SPECIFICATIONS

Somerville Public Library Website Redesign

A. Project Scope

With the issuance of this RFP the Somerville Public Library (SPL) is seeking a partner with whom to re-think and re-design the library's online presence in order to:

- improve usability and access
- develop a mobile-friendly user interface
- support multi-channel marketing of services and programs
- communicate and grow the SPL brand, and to
- execute fundraising campaigns

It is expected that the selected vendor will provide strategic guidance during the project and advise SPL if more effective solutions than those requested should be considered. It is requested that the proposed vendor have previous experience working with Library websites. Also requesting a local vendor, preferably Massachusetts based. This document is intended to describe the overall desired scope of the project and proposed execution, with further discussion and modifications anticipated as necessary.

B. Principles and Objectives

Principles for online engagement for the SPL and objectives to accomplish them.

1. For Everyone

1.1. Be accessible

User perspective: "I can interact with this site via my preferred device, regardless of my ability: visual, auditory, physical, speech, cognitive."

- Access from a variety of devices — laptop, screen reader, tablet, mobile, appliance
- Access through a variety of media, including Web, apps, e-mail, text, voice
- Access via multiple feeds presented on websites, social media, displays

1.2 Be dependable

User perspective: "Is it available whenever and wherever I need it?"

- Access anytime, day or night, 7 days a week, 365 days a year, even during an emergency
- Access from anywhere: at school, at home, or around the world
- Access usable screens in 3 seconds or less with a 1 MBps connection

1.3. Be intuitive

User perspective: "Can I easily explore, find, and contribute?"

- Easily find desired content
- Easily browse to related, connected content by topic, date, or interest

- Complete online activities with minimal training or documentation

1.4. Be useful

User perspective: "Is content relevant, accurate, and up to date?"

- Explore up-to-date news, information, data, directories, and activities
- Access clear, jargon-free content understandable at multiple levels of knowledge
- Follow clear, step-by-step tutorials through important administrative procedures

1.5. Be personalizable

User perspective: "Can I find, save, and subscribe to my interests?"

- Contact others with similar interests
- Mark relevant and valuable topics, events, people, and places for future reference
- Subscribe to notifications from other teachers and learners about areas of personal interest

1.6. Be welcoming

User perspective: "Are a variety of perspectives and voices presented?"

- Feel welcomed by a variety of personable and authentic voices and perspectives
- Follow relevant recommendations and contributions of community members
- Get to know people through online content about shared interests

1.7. Be engaging

User perspective: "Is the experience appealing? Does it draw me in?"

- Interact with engaging and appropriate graphics, imagery, video, and audio

1.8. Be meaningful

User perspective: "Is the overall experience so compelling, that I'd like to come back again?"

- Contribute to the creation of new knowledge
- Gain insight into the topics that matter
- Share interests, with your own voice

2. For editors, writers, and designers

2.1. Simplify content creation and organization

User perspective: "Can I add or edit content and add taxonomies without training?"

- Intuitive submission and organization of: people, pages, posts, events, ideas, resources, multimedia, and taxonomies

2.2 Improve access for everyone

User perspective: "Can content be used by people with differing abilities?"

2.3 Integrate multimedia

User perspective: "Can I upload or embed audio, video, and documents?"

2.4 Customize look and feel

User perspective: "Can I easily make changes to the layout and styling?"

2.5 Manage content versions

User perspective: "Can I compare versions and roll back to a previous one?"

2.6. Tailor features to staff and end user abilities

User perspective: "Do I just see the functions I need to accomplish my tasks?"

3. For administrators and technologists

3.1. Be standardized

User perspective: "Does code support hosting, development, interface, and management standards?"

- Commodity hosting standards
- Collaborative development process
- Interface design coding standards
- Project management standards

3.2. Be flexible

User perspective: "Does the platform allow for feature enhancements?"

- Loosely-coupled components
- Public process

3.3 Be extensible

User perspective: "Can the platform integrate with external services?"

- Data exchange standards
- Extensible, scalable components
- Shared services and hooks

3.4 Be sustainable

User perspective: "Does the vision include support to keep it vital?"

C. Marketing Goals

4. User services and resources

4.1 Increase % Users

- Attract new customers and engage lapsed ones
- 43% of residents are library card holders
 - A library card campaign has begun in February 2013 and will last for one year

4.2 Improve Awareness of Services Across Media Formats and Tools

- Build awareness of the great range of services and resources we provide; offer intuitive, integrated access to them. Currently, people who:
 - use e-books go to OverDrive
 - use physical resources, go to the catalog
 - know about research databases go into those

(This siloed approach results in users not knowing what else is available to them. Example: a woman who wanted to donate a Kindle to the Library didn't know that she could borrow e-books with OverDrive.)

4.3 Improve Access for User Groups across Cultures, Generations, and Information Needs

- User groups in priority order:
 - 30-something adults (largest age bracket in Somerville) including grad students
 - Children and parents
 - Teens
 - Donors/Potential donors
 - Stakeholders (Trustees, City Administration, Board of Alderman)
 - Job seekers/skills builders
 - Diverse populations/ESL
 - Computer and wireless users
 - Older residents
 - Educators
 - Community Partners
 - Volunteers
 - Local businesses
 - Genealogical/special collections researchers
 - Peer institutions

4.4 Events Management/Registration

- Highlight upcoming events
- Allow users to register for events and museum passes
- Share event information via iCal and social media

4.5 Optimize Search

- Ensure that content is written/categorized/tagged for optimal discovery of resources and services by all

4.6 Commence Mobile Services

- Begin to offer mobile library services, i.e.,
 - Access ebooks
 - Reserve materials
 - Pay fines
 - Provide feedback on programs
 - IM a librarian

4.7 Content Marketing / Social Media

- Produce, curate and showcase engaging, moving, and fun photos and videos
 - Utilize social media accounts to serve content and make it easily shareable, i.e.:
 - Blog
 - YouTube Channel
 - Facebook
 - Twitter
 - Coordinate marketing strategy with Friends of SPL group
 - Integrate social media activity across both brands for optimal end-user experience

4.8 Facilitate customer interactivity on SPL's web and mobile presence (possibly through APIs to existing, external, third-party web apps)

- Quick surveys
- Voting
- Social sharing re: books and reading:
 - Ability for users to "favorite" books
 - Review available book lists
 - See what people are reading
 - Posting tips and check-ins
 - Consider suggestions and add favorites to wish lists
- Make it easy for users to share SPL content with their networks

4.9 Reputation Building

- Increase visibility of library and staff
- Demonstrate expertise of library staff, including the Library Director, to stakeholders and the public

- Position SPL as a national leader for a mid-size public library, so that we can compete nationally for grants, etc

4.10 Fundraising

- Increase number and size of donations. The SPL currently receives a small number of online donations, of mostly small amounts. The library would like to grow online donor base and increase the gift size.
 - We recently got a \$1,000 online gift, would like more of these and allow to make pledges too over x amount of time (ie. pledge of \$1,000 over 4 installments or \$25,000 gift over four years)
 - Make supporters and visitors aware of giving priorities and ultimately to make donations, as well as to promote the launch of a major giving program (planning is underway)
 - Distinguish between "Friends" fundraising efforts (annual booksales, small fundraisers, i.e. ~\$1,000-\$2,500) and major campaigns
- Support major giving campaigns via online presence
 - Design online presence that can support major fundraising campaigns
 - Example: We will need to build awareness, excitement, and support for the new Library Building in Union Square, as well as improvements to the branches
 - Improve and integrate giving calls-to-action across online presences
 - Ensure that users know to which programs they may donate
 - Provide giving call-to-action/widgets
 - Collect and publish donor testimonials

4.11 Community Partners

Feature community partners and partner-related stories on website/blog; cross-market with partners via social media.

4.12 Branding / Identify

Ensure that the SPL's visual identity sends a message that the library is moving forward in a modern, progressive, innovative direction and connects it to the reputation of the City, which is known for these characteristics. The branding needs to have a relationship with the City and its identity, but doesn't need to use the same conventions as the City's branding.

D. Project Specifications

1. The vendor will produce a complete and useable public website. The library staff will be responsible for creating an initial site map, write the site's content, and for maintaining the site after launch.

2. The project will be coded with a “responsive design” that allows the site to be accessed and used well on all screen types/sizes.
3. The site will adhere to current best practices for website coding, and address a realistic lowest common denominator for our audience’s equipment and browser compatibility.
4. The site will be consistent with current accessibility standards.
5. The vendor will aid in the evaluation and implementation of a new hosting service that will provide adequate bandwidth, security, and a properly configured technical environment for the new site, and that will accommodate future sub-sites.
Domain name registration and hosting fees will be assumed by the library and are in addition to the total cost quote for this project.
 6. The vendor will identify, install and configure an up-to-date, full-featured, flexible, easy-to-use content management system (CMS) on the host server, i.e., Wordpress, Joomla, or Drupal. Software licensing fees, if any, will be assumed by the library and are in addition to the total cost quote for this project.
 - 6.1. The CMS should allow for multiple levels of editorial approval
 - 6.2. The CMS must allow for ongoing technical maintenance (upgrades and security updates) by library staff who may possess only intermediate technical skills
 - 6.3. The vendor will install any recommended extensions/components/plugin-ins to address end-user ease of use and functionalities specified elsewhere in this document (backup, image gallery, editorial workflow, etc.)
 - 6.4. An option to allow for the automatic posting and expiration of content based on date is required, either as a built-in feature of the CMS or as an extension
7. The site must include security features and a Backup and Restore function (or a backup installation on a local PC).
8. The navigational system will use drop down menus, breadcrumbs, and indicate the user’s current location.
9. The site must have the ability to support multi-media content (video, sound, slide shows).
10. The site will include functional and visual integration of third party tools or CMS extensions, including, but not limited to:
 - 10.1. Calendar software that allows users to RSVP, charge, or collect donations for programs. The software will also need to allow for feeds to be published and for events to be categorized and tagged. The software licensing fees, if any, will be assumed by the library and would be in addition to the total price quoted for this project.

- 10.2. Museum pass reservation software. Software licensing fees will be assumed by the library and would be in addition to the total price quoted for this project.
 - 10.3. A slide show / photo gallery function for either library or public images
 - 10.4. One or more blogs, with commenting, RSS feeds, monthly archives, categories and tags.
11. The site will include links to third party services, including:
 - 11.1. The Minuteman Catalog and My Account
 - 11.2. Facebook, Flickr, Twitter, YouTube, and other social networking sites (to be determined)
 - 11.3. Paypal, for donations
 - 11.4. On-line store with SPL gear
12. The site will include a number of online forms. At a minimum:
 - 12.1. Contact Us
 - 12.2. Suggest a Purchase
 - 12.3. Ask a Reference Librarian
 - 12.4. Interlibrary Loan Request
 - 12.5. Library Card application
13. The host and site must have the ability to support multiple MySQL databases that may be developed in the future.
14. The site will include a site search box.
15. The site will include a Minuteman Catalog search box.
16. The site will include a link to an HTML and XML site maps.
17. The site will include a dedicated CSS style sheet for a printer-friendly option.
18. The site will be optimized for search engines, including page specific meta-tags and title tags.
19. The site's pages will include Google Analytics code for harvesting comprehensive usage statistics.
20. The vendor will work with the staff to modify the proposed site map, if needed, and create a navigational and content structure agreeable to the library.

E. Deliverables

Discovery Documentation

Interview key stakeholders, including library staff, library users and non-users, members of the board of trustees and the City's Communications Office. Deliver documentation chronicling findings, observations, and resulting recommendations.

Content audit

Conduct a content audit; furnish documentation chronicling discovered content and recommended content.

Content strategy

Devise and propose a content strategy covering SPL website and social media channels.

Technical specifications document

Define technical specifications; furnish documentation detailing all.

Creative brief

Deliver documentation/presentation detailing the creative approach based on discovery and expressed goals.

Wireframes

Provide three rounds of wireframes with at least one week between each iteration for feedback.

User-testing

Implement user-testing protocol to test architecture changes with editorial, production, and end users.

Interface design

- Deliver three responsive interface design iterations via layered Photoshop files, with at least one week between each iteration for feedback, based on SPL-provided graphic identity elements.
- Based on the selected design, deliver a responsive theme that passes HTML5 and CSS validation and provides templates with classes and IDs for every post and page, taxonomy, and publish date
- Deliver and document template tiers as specified during the discovery phase

Content migration

Propose plan to migrate specified content from old site to new.

Launch support

Include costs for up to 20 hours of trainer split between pre- and post- site launch.

F. About the Somerville Public Library

A municipal library part of the City of Somerville, MA, the Somerville Public Library (SPL) is led by Maria Carpenter, who was appointed by Mayor Joseph Curtatone in 2011. The library was founded in 1873 and will celebrate its 140th Anniversary in 2013.

Circulation/Usage

Today, the SPL is comprised of children's, teens, circulation, adult reference, adult services, technical, and administration departments as well as two neighborhood branches in addition to the Central library.

- employs 37 employees (27 f/t)
- has nearly 200,000 items in its holdings
- has an annual circulation of nearly 400,000
- handles over 33,000 reference transactions per year
- attracts nearly 10,000 attendees to over 300 children's programs per year; and nearly 4,000 attendees to over 250 adult programs
- offers popular services like:
 - museum passes
 - English as a Second Language classes/Mango language software
 - computer/internet access (1,000+ users per week)

Customers

Education levels attained

Nearly 30% of all Somerville residents have attained both a bachelor's and a master's degree and nearly 23,000 of residents are currently enrolled in school with the majority of them, approximately 14,500, enrolled in college or graduate school.

Cultural context

Despite the fact that nearly three-fourths of the population of Somerville classify themselves as "white," Somerville ranks among the most diverse cities in Massachusetts with over 50 languages spoken in its schools (Somervillema.gov). nearly 10% of residents who responded to the 2010 Census, claim that they don't speak English "very well."

The largest ethnic group in the city is Hispanics/Latinos who make up 10.6% of the population. Asian residents make up 8.7% and African Americans represent 6.8% of the total population (Census.gov). Nearly 35% of Somerville residents speak a language other than English at home — a rate that is 10% higher than the state of Massachusetts as a whole.

Over 21,000 of Somerville's residents were born outside of the United States with the majority (8,324) having been born in Latin American countries, 5,575 in Asian countries and 4,762 in Europe. Of the city's Asian population, nearly 50% are not classified by any specific ethnicity.

Languages spoken in Somerville Public Schools

According to Tufts University research reported on Data.edu.gov: In October 2009: 49% of the district's student population spoke English, 21% spoke Spanish, 5% spoke Haitian Creole, and 12% spoke Portuguese; other languages spoken in the city and the high school include Arabic, Chinese, Vietnamese, Nepali, Hindi, Punjabi, French, and Tibetan; 54% of Somerville High's student population spoke a first language other than English; limited English speakers accounted for about 10 % of the high school population; and 70% of Somerville High students were eligible for the Federal Free Lunch Program.

Poverty levels

While poverty level estimates from the 2010 US Census show that over 8,100 or 14.3% of white residents are living below the poverty level, and significantly fewer members of the Hispanic/Latino community, 1, 703, are impoverished, the percentage of Somerville's Hispanic/Latino population who are poor is much higher than the white population at nearly 30%.

Library usage by immigrants

While the Nepalese, Tibetan, Vietnamese and other populations may not number as many as the aforementioned groups, SPL librarians note that library users from those cultures do come into the library to get support for information needs like getting help completing online job applications.

G. Select Web Analytics for Current Site, December 2011–January 2013

Overview:	Top Pages:	Top Referrers:
Visits: 187,668	/index	Minuteman Network
Unique Visitors: 101,192	/museumpasses	City of Somerville
Pageviews: 296,965	/aboutus/greeting	Event Keeper
Pages / Visit: 1.58	/aboutus/faqs	Facebook
Avg. Visit Duration: 00:02:29	/esl	Somerville Patch
Bounce Rate: 72.14%	/services	
% New Visits: 53.67%	/onlinecourses	
	/renewing	
	/gettingacard	

Mobile Traffic: 15% of total Devices iPhone: 4,793 iPad: 3,229 iPod Touch: 324	Search Terms: 1. somerville ma public library (et. al) 2. museum passes 3. hours 4. learn english as a second language 5. friends of the somerville public library 6. summer reading list 7. prospect hill academy summer reading list 8. minuteman library 9. maria carpenter somerville library 10. ebooks 11. catalog	Browsers: IE: 44% Firefox: 27% Safari: 14% Chrome: 13% Android: 1.3%
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H. Contract Term

The SPL is seeking a proposal to provide services, as defined in this RFP, for the anticipated contract periods defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

- Initial Period of Performance: April 1, 2013 – Mar. 31, 2014

I. Bidder Qualifications (Must be provided with Proposal)

In order to be considered and invited to the next phase, the vendor must meet the requirements listed below:

Cover Letter/Letter of Introduction

The Cover Letter shall introduce the vendor and establish the vendor's interest in providing the services to the Library. Present a summary of the proposal and the vendor's understanding of the project, and identify what the vendor believes to be the key project issues stressing the vendor's approach to the scope of work.

Brief history

Provide a brief history of the bidder's company including a general company overview, background, and ownership. This history should include location, size, and scope of past projects which were implemented by the bidder.

Hosting and development experience

Provide a narrative description of the bidder's experience with Internet hosting, software management, and back-end development for online collaborative learning platforms.

Project commitment

Describe the current project commitment, and the total equivalence of full-time employees being dedicated to this project.

Industry knowledge

Provide evidence of advanced knowledge of current and emerging hosting, software, and development practices, as well as experience with library websites.

Bidder staff qualifications

Identify the person(s) to be designated a project manager. The City expects that the project manager shall be available by telephone on all occasions for discussion with the Library Director, or her designee; and shall be locally available for meetings in person if necessary. Provide a complete list of qualified employees and/or subcontractors who will work on this project. If you propose to sub-contract any portion of your work, then identify what tasks will be assigned to sub-contractors.

The bidder must commit dedicated, skilled employees and sub-contractors to provide professional services to the SPL. The Library shall retain the right to reject any of the Provider's employees and/or subcontractors whose qualifications do not meet the standards established by the Library as necessary for the performance of the Agreement.

Bidder staff qualifications must be completed and submitted with the proposal.

Client references

Provide a comprehensive list of clients, including contact information (Name, Mailing Address, Telephone Number), for whom the bidder has provided similar services within the last three (3) years; include the dates when services were provided. The Library may contact clients from the list as references for the bidder.

Financial responsibility

Provide financial documentation as evidence of adequate financial stability, including company revenue; net operating income; earnings before income taxes, total assets; and number of employees.

Any proposed subcontractors, whose percentage of work to be performed (measured as percentage of total Agreement price) equals or exceeds 20 percent, must submit the required information also.

J. Timeframe

The projected timeframe for this project is 9–12 months.

Additional Forms to be submitted with proposal (attached with proposal):

- Certificate of Non-Collusion/Tax Compliance
- City of Somerville, Living Wage Ordinance
- Signature Form
- Certificate of Signature Authority

The City intends to contract with a qualified vendor to implement the services that, at a minimum, meet the specifications in this document.

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. Offeror has prepared a complete submission addressing all required points in RFP and meeting the specifications:

Highly Advantageous	Offeror has prepared a more than acceptable submission including all requirements.
Advantageous	Offeror has prepared an acceptable submission including all requirements.
Not Advantageous	Offeror has prepared a less than acceptable submission not including all requirements.

2. Has the Vendor provided documentation to your satisfaction, that he will be a comparable partner in the re-design of the Library's online presence?

Highly Advantageous	The Vendor has provided more than satisfactory documentation that he can complete the requirements of the scope of work and specifications.
Advantageous	The Vendor has provided satisfactory documentation that he can complete the requirements of the scope of work and specifications.
Not Advantageous	The Vendor has provided less than satisfactory documentation that he can complete the requirements of the scope of work and specifications.

3. The Vendor has provided acceptable documentation, describing the experience with Internet hosting, software management and back-end development for online collaborative learning platforms.

Highly Advantageous	The Vendor has provided more than acceptable documentation, describing their experience with Internet hosting, software management and back-end development for online collaborative learning platforms.
Advantageous	The Vendor has provided acceptable documentation, describing their experience with Internet hosting, software management and back-end development for online collaborative learning platforms.
Not Advantageous	The Vendor has provided less than acceptable documentation, describing their experience with Internet hosting, software management and back-end development for online collaborative learning platforms.

4. Review of References.

Highly Advantageous	Positive response from three or more references
Advantageous	Positive response from two references that are generally good
Not Advantageous	One negative response from a reference

5. Experience of Staff assigned to manage account

Highly Advantageous	Key Personnel assigned to project have at least 10+ years experience.
Advantageous	Key Personnel assigned to project have at least 6-10 years experience.
Not Advantageous	Key Personnel assigned to project have at least 5 years experience.

SECTION VII. ADDITIONAL PROPOSAL SUBMISSION DOCUMENTS

The following documents must be submitted with your bid, and will be taken into consideration during the evaluation process:

- A. Samples of documents showing printing details and quality.
- B. Any additional specifications and suggestions for the printing program being proposed.
- C. A letter designating a specific individual whom 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 this person.
- D. SOMWBA certification, if appropriate.
- E. Capitalization and ownership structure, including names and titles of principal owners.

**SOMERVILLE LIBRARY WEBSITE REDESIGN
PRICE SUMMARY FORM**

**PLEASE ENCLOSE PROPOSAL IN SEPARATE ENVELOPE AS INSTRUCTED IN
"NOTICE TO PROPOSERS", SECTION "C".**

	4/1/2013 - 3/31/2014
Library Website Redesign	
Other:	

Prices are to remain the same for the entire contract period.

Company Name: _____

Signature of Person Submitting Bid: _____

Address: _____

Tel #: _____ Fax #: _____

E-Mail: _____ Date: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED

Failure to acknowledge receipt of addenda may result in your bid being rejected.

SECTION VII. 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.

b. Return of Property: 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.

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 Karen Mancini, Asst. Purchasing Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 kmancini@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 **4:30 P.M. Wednesday, March 20, 2013.**

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 contract will be for a period of one year, beginning April 1, 2013, and ending on March 31, 2014.
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.
27. 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. - OTHER INFORMATION

The City will find other information about the proposer useful. The information supplied here does not lend itself to quantitative comparison analysis; however, it can be invaluable in understanding the proposer's business philosophy.

Other Requirements

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.

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.

Insurance Certificate as outlined on attached form included in this RFP, must be provided by the **selected Proposer**.

Signature Form – must be completed by the proposer.

Certificate of Signature Authority – must be completed by the proposer.

The City of Somerville may opt to utilize the services of an attorney not affiliated with the service provider.

Rule for Award

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration all evaluation criteria as well as price.
2. The contract will be awarded within ninety (90) days after the bid opening (see page 6, paragraph 24). The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

References

Vendors shall include a list of all municipal clients for whom similar printing programs have been provided in the past year. (Massachusetts clients listed) This list shall include contact names and telephone numbers for such clients.

The City of Somerville reserves the right to use ourselves as a reference.

Form: _____
Contract Number: _____

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Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my 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, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



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

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

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

Definition of "Living Wage": For this contract or subcontract, as of 07/01/2012 "Living Wage" shall be deemed to be an hourly wage of no less than \$11.71 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

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

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

Form: _____
Contract Number: _____

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INSTRUCTIONS: PLEASE POST

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

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

The Living Wage as of 07/01/2012 is \$11.71 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.

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.....\$ One Million

Property Damage Liability.....\$ One Million

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 LIABILITY.....\$ STATUTORY

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 #: _____

EMAIL: _____ DATE: _____

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: _____

Form: _____
Contract Number: _____

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Certificate of Authority (Corporations Only)

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

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

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

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. **ATTEST:**

Signature: _____

AFFIX CORPORATE SEAL HERE

(Clerk or Secretary)

Printed Name: _____

Printed Title: _____

Date: _____

(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

APPENDIX A
SAMPLE 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: Start date to End Date

Contract For: Goods and/or Supplies Furnished

Vendor: Vendor Name
Address
City, State, Zip Code
Phone #

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
VENDOR NAME
ADDRESS
CITY, STATE, ZIP CODE
PHONE #**

This Contract made this 21st day of May 25, 2004, 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: _____;

(hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure to solicit competition pursuant to G.L. c. 30B, §5, (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 C**, 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 _____ (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 B**, 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 D** 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: **MO46 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: _____
2. To the City addressed to:
Name: Purchasing Director
Address: Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Fax No.: 1-617-625-1344
- with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.
- 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 Signature Authority

Appendix B - Notice to Proposers/Copy of Advertisement

Appendix C – Price Proposal Page

Appendix D – Scope of Services

Appendix E – Insurance

Appendix F – Additional Terms & 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: Corporation, (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: President (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: # . 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 _____.

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 E**) 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, an unencumbered balance of \$ _____, is available for 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.

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

Printed Name of Authorized Agent of

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

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

Print or Type Clerk's Name